



## LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: May 16, 2012

Time: Closed Session 6:00 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl, City Clerk**  
**Telephone: (209) 333-6702**

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

### **C-1 Call to Order / Roll Call**

### **C-2 Announcement of Closed Session**

- a) Conference with Steve Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Steve Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

### **C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### **C-4 Return to Open Session / Disclosure of Action**

#### **A. Call to Order / Roll Call**

#### **B. Presentations**

- B-1 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)
- B-2 Presentation by the Lodi Public Library Foundation Regarding Carnegie Wall Mural Project and Fundraising Efforts (LIB)

#### **C. Consent Calendar (Reading; Comments by the Public; Council Action)**

- C-1 Receive Register of Claims in the Amount of \$1,979,665.58 (FIN)
- C-2 Approve Minutes (CLK)
  - a) May 1 and 8, 2012 (Shirtsleeve Sessions)
  - b) May 2, 2012 (Regular Meeting)
- C-3 Authorize Request for Proposals for Security Services for Hutchins Street Square Community Center (PRCS)
- C-4 Accept Improvements Under the Contract for Design and Construction of Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project (PW)

- Res. C-5 Adopt Resolution Authorizing the City Manager to Execute Contract for Hutchins Street Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$863,466.53) (PW)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for 2012 Alley Reconstruction Project with Biondi Paving, Inc., of Sacramento (\$128,550.50) (PW)
- Res. C-7 Adopt Resolution Authorizing the City Manager to Execute Contract for 2012 Disabled Access Improvements, Various Locations, with A. M. Stephens Construction Company, Inc., of Lodi (\$93,624.66) (PW)
- Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Agreement with Central Valley Clean Water Association for Participation in the Methylmercury Special Project (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Consent to Assignment by Elevator Services Company to Otis Elevator Company (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to File Claim for 2011/12 Transportation Development Act Funds in the Amount of \$2,020,434 from Local Transportation Fund and \$256,361 from State Transit Assistance Fund (PW)
- Res. C-11 Adopt Resolution Approving Changes to Memorandum of Understanding for AFSCME – General Services and Maintenance and Operators – Lodi Professional Firefighters, and Lodi Mid-Management, Amendment to the Executive Management Statement of Benefits, and Changes to Confidential Employee Benefits (CM)
- Res. C-12 Adopt Resolutions Approving CalPERS Employer Paid Member Contributions (CM)
- Res. C-13 Authorize City Manager to Send Letter to San Joaquin County Opposing the Development Text Amendment Regarding the Prohibition of Marketing Events at Wineries (CM)
- Res. C-14 Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13; and Set Public Hearing for June 20, 2012 (PW)

**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**E. Comments by the City Council Members on Non-Agenda Items**

**F. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings – None**

**H. Communications**

- H-1 Monthly Protocol Account Report (CLK)

**I. Regular Calendar**

- Ord. I-1 Introduce Ordinance Amending Lodi Municipal Code Chapter 10.12 – Enforcement and (Introduce) Obedience to Traffic Regulations – by Repealing and Reenacting Section 10.12.020, “Required Obedience to Traffic Regulations,” in Its Entirety (CA)

**J. Ordinances** – None

**K. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Quarterly Update from the Greater Lodi Area Youth Commission

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Parks, Recreation, and Cultural Services Interim Director

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**RECOMMENDED ACTION:** Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

**BACKGROUND INFORMATION:** The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jeff Hood  
Parks, Recreation, and Cultural Services Interim Director

Prepared by: Jeff Hood  
Parks, Recreation, and Cultural Services Interim Director

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager





## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation by the Lodi Public Library Foundation Regarding Carnegie Wall Mural Project and Fundraising Efforts

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Library Services Director

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**RECOMMENDED ACTION:** Presentation by the Lodi Public Library Foundation regarding Carnegie wall mural project and fundraising efforts.

**BACKGROUND INFORMATION:** The Lodi Public Library Foundation, an independent philanthropic organization, was established in 1999 to cultivate support and raise funds for innovative major projects for the Lodi Public Library. Its programs "fill the gap" between the community's need for library services and available public funding. Having contributed significantly to the initial phases of the library renovation, the Foundation is now charged with raising funds to complete the final phase of the renovation.

The Foundation's current fundraising project is the Carnegie Wall Mural, which will beautify the library's Sullivan Community Room. The mural, depicting the original Carnegie library on its dedication day in 1910, will be painted by local artist Tony Segale. Supporters are invited to join the Foundation's *Club 64* by donating a minimum of \$250 to finance one of the 64 pieces of the mural.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable

NM/sb

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Nancy C. Martinez, Library Services Director

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims through April 26, 2012 in the Total Amount of \$1,979,665.58.

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$1,979,665.58.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$1,979,665.58 through 4/26/12. Also attached is Payroll in the amount of \$1,205,764.51.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Accounts Payable  
Council Report

Page - 1  
Date - 05/01/12  
Amount

As of Thursday	Fund	Name	Amount
04/26/12	00100	General Fund	1,062,078.55
	00120	Vehicle Replacement Fund	180.83
	00123	Info Systems Replacement Fund	6,643.71
	00160	Electric Utility Fund	63,928.21
	00161	Utility Outlay Reserve Fund	11,939.15
	00164	Public Benefits Fund	37,286.16
	00170	Waste Water Utility Fund	72,535.24
	00171	Waste Wtr Util-Capital Outlay	1,861.49
	00172	Waste Water Capital Reserve	14,177.71
	00175	IMF Storm Facilities	91,044.31
	00180	Water Utility Fund	25,744.12
	00181	Water Utility-Capital Outlay	118,407.43
	00182	IMF Water Facilities	11,693.16
	00210	Library Fund	14,094.75
	00230	Asset Seizure Fund	2,294.14
	00234	Local Law Enforce Block Grant	8,870.85
	00236	LPD-OTS Grants	823.95
	00260	Internal Service/Equip Maint	56,548.27
	00270	Employee Benefits	10,696.55
	00300	General Liabilities	1,244.90
	00310	Worker's Comp Insurance	43,950.94
	00321	Gas Tax-2105,2106,2107	17,502.97
	00325	Measure K Funds	12,714.02
	00337	Traffic Congestion Relf-AB2928	7,900.00
	00339	Prop.1B-Local Streets & Roads	552.38
	00340	Comm Dev Special Rev Fund	2,103.96
	00347	Parks, Rec & Cultural Services	44,149.35
	00444	HUD-Federal Sustainable Comm	6,847.25
	00459	H U D	1,891.73
	00502	L&L Dist Z1-Almond Estates	395.03
	00503	L&L Dist Z2-Century Meadows I	249.50
	00506	L&L Dist Z5-Legacy I,II,Kirst	665.32
	00507	L&L Dist Z6-The Villas	561.37
	00509	L&L Dist Z8-Vintage Oaks	207.91
	00550	SJC Facilities Fees-Future Dev	5,199.99
	01211	Capital Outlay/General Fund	756.88
	01212	Parks & Rec Capital	10,130.18
	01218	IMF General Facilities-Adm	26,186.10
	01250	Dial-a-Ride/Transportation	169,973.12
	01251	Transit Capital	155.63
	01410	Expendable Trust	14,021.53
Sum			1,978,208.64
	00184	Water PCE-TCE-Settlements	168.00
	00190	Central Plume	1,288.94
Sum			1,456.94
Total Sum			1,979,665.58

## Council Report for Payroll

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Date - 05/01/12

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	04/29/12	00100	General Fund	642,905.25
		00160	Electric Utility Fund	147,615.87
		00161	Utility Outlay Reserve Fund	9,821.06
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	95,338.41
		00180	Water Utility Fund	3,073.60
		00210	Library Fund	28,737.92
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	14,987.48
		00321	Gas Tax-2105,2106,2107	40,921.55
		00340	Comm Dev Special Rev Fund	21,539.75
		00346	Recreation Fund	187.00
		00347	Parks, Rec & Cultural Services	117,330.81
		01250	Dial-a-Ride/Transportation	6,794.97
Pay Period Total:				
Sum				1,133,582.27
Retiree	05/31/12	00100	General Fund	72,182.24
Pay Period Total:				
Sum				72,182.24



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) May 1, 2012 (Shirtsleeve Session)  
b) May 2, 2012 (Regular Meeting)  
c) May 8, 2012 (Shirtsleeve Session)

**MEETING DATE:** May 16, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) May 1, 2012 (Shirtsleeve Session)  
b) May 2, 2012 (Regular Meeting)  
c) May 8, 2012 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through C, respectively.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

\_\_\_\_\_  
Randi Johl  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 1, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 1, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2012/13 Budget (CM)

Deputy City Manager and Finance Director Jordan Ayers provided a PowerPoint presentation regarding the proposed Fiscal Year 2012/13 budget. Specific topics of discussion included an overview of the general economic conditions, general fund revenue and fund balance, housing, employment rates, employee contributions, top ten general fund revenue sources, sales tax, property tax, PILOT, operating transfers, treated wastewater revenue, fund balance, and reserve status.

In response to Council Member Hansen, Mr. Ayers stated the \$24,000 increase in sales tax revenue is a projection and last year there was a slight increase as well.

In response to Council Member Hansen, Mr. Ayers stated the property tax values are determined as of January 1st of the upcoming year and there is lag between the sale of a home and when the property tax change is seen regardless of whether it is an increase or decrease.

In response to Council Member Johnson, Mr. Ayers stated the business license projected amount is conservative, business license fees are primarily collected in the first quarter, and the City is also working with the Franchise Tax Board through a data sharing agreement.

In response to Mayor Mounce, Mr. Ayers stated the City does use the County Assessor's database as a cross check for the business license tax list.

In response to Council Member Hansen, Mr. Ayers stated the revenue stream for the cable franchise is based on a percentage and when rates and fees go up the City also sees an increase in its revenue.

In response to Council Member Johnson, Mr. Ayers stated the City has the ability to review cable franchise numbers but does not necessarily have the ability to make changes.

In response to Council Member Hansen, Mr. Ayers stated the cable franchise fee applies only to Comcast and not to ATT/U-verse based on wireless abilities.

A brief discussion ensued between Mayor Pro Tempore Nakanishi and City Attorney Schwabauer regarding in lieu franchise fees for public- and investor-owned utilities, property tax percentages, and utility users' tax applicability.

In response to Council Member Hansen, Mr. Ayers stated the sales tax is increasing slightly from year to year based on the previous year's comparison and the numbers shown do include Home Depot.

In response to Council Member Hansen, Mr. Ayers stated the County Assessor is still looking at commercial and industrial properties purchased from 2004 to the present and the property tax decrease is occurring across the board for cities and the County.

In response to Mayor Pro Tempore Mounce, Mr. Ayers stated the PILOT program was adopted in 2007 based on a formula for customer counts, which are currently either flat or declining.

In response to Council Member Hansen, Mr. Ayers stated the 2.5% escalator is on the base rate and will remain the same no matter how much the new Lodi Energy Center is run.

In response to Council Member Johnson, Mr. Ayers stated he is unaware of an optimal reserve amount preferred by rating agencies although the Government Finance Officers' Association generally recommends 15% to 25% of the general fund or revenue stream amounts.

In response to Mayor Mounce, Mr. Ayers stated 8% equates to approximately 45 days for cash on hand.

In response to Mayor Pro Tempore Nakanishi, City Attorney Schwabauer stated in lieu fees are not permitted for water and sewer due to Proposition 218, which exempts the electric utility. Mr. Bartlam stated most water and wastewater functions are carried out by municipalities and Lodi is in the middle with respect to rates, which are primarily affected by regulatory mandates averaging approximately ninety cents on the dollar currently.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:40 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, MAY 2, 2012**

**C-1    Call to Order / Roll Call**

The City Council Closed Session meeting of May 2, 2012, was called to order by Mayor Mounce at 6:00 p.m.

Present:    Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Absent:    Mayor Pro Tempore Nakanishi

Also Present:    City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

**C-2    Announcement of Closed Session**

- a)    Conference with Steve Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b)    Conference with Steve Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

**C-3    Adjourn to Closed Session**

At 6:00 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

**C-4    Return to Open Session / Disclosure of Action**

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were discussion only with no reportable action.

**A.    Call to Order / Roll Call**

The Regular City Council meeting of May 2, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present:    Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Absent:    Mayor Pro Tempore Nakanishi

Also Present:    City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

**B.    Presentations**

**B-1    For the Health of It Proclamation**



Mayor Mounce presented a proclamation to Michael Perry, representing Lodi Memorial Hospital, proclaiming Saturday, May 12, 2012, as "For the Health of It" day in the City of Lodi.

**B-2    National Letter Carrier Food Drive Day Proclamation**

Mayor Mounce presented a proclamation to Stacy Kermgard with the United States Post Office proclaiming Saturday, May 12, 2012, as "National Letter Carrier Food Drive Day" in the City of Lodi.

**B-3    Peace Officers Memorial Month Proclamation (PD)**

Mayor Mounce presented a proclamation to Police Chief Mark Helms proclaiming the month of May 2012 as "Peace Officers' Memorial Month" in the City of Lodi.

**B-4    National Public Works Week Proclamation (PW)**

Mayor Mounce presented a proclamation to Compliance Engineer Kathryn Garcia proclaiming the week of May 20 - 26, 2012, as "National Public Works Week" in the City of Lodi.

**B-5    Bike to Work Day Proclamation (PW)**

Mayor Mounce presented a proclamation to Mike Swearingen, Senior Regional Planner for San Joaquin Council of Governments, proclaiming May 15, 2012, as "Bike to Work Day" in the City of Lodi.

**B-6    Presentation Regarding Youth Energy Summit (EUD)**

Rob Lechner, Manager of Customer Service and Programs, gave a presentation regarding the Youth Energy Summit.

**C.    Consent Calendar (Reading; Comments by the Public; Council Action)**

Council Member Johnson made a motion, second by Council Member Katzakian, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

**VOTE:**

The above motion carried by the following vote:

Ayes:    Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes:    None

Absent: Mayor Pro Tempore Nakanishi

**C-1    Receive Register of Claims in the Amount of \$4,102,157.27 (FIN)**

Claims were approved in the amount of \$4,102,157.27.

**C-2    Approve Minutes (CLK)**

The minutes of April 17, 2012 (Shirtsleeve Session), April 17, 2012 (Special Meeting), April 18, 2012 (Regular Meeting), and April 24, 2012 (Shirtsleeve Session) were approved as written.

**C-3    Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)**

Accepted the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

C-4 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

Accepted the quarterly report of purchases between \$10,000 and \$20,000.

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for City Hall Carport and Public Safety Building Jail Roof and Gutter Replacement Project (PW)

Approved the plans and specifications and authorized advertisement for bids for City Hall Carport and Public Safety Building Jail Roof and Gutter Replacement Project.

C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 3 Standby Generator (PW)

Approved the plans and specifications and authorized advertisement for bids for Fire Station No. 3 standby generator.

C-7 Approve Specifications and Authorize Advertisement for Bids for 800 Tons of Asphalt Materials for Fiscal Year 2012/13 (PW)

Approved the specifications and authorized advertisement for bids for 800 tons of asphalt materials for fiscal year 2012/13.

C-8 Approve Specifications and Authorize Advertisement for Bids for Procurement of Biosolids Dewatering Polymer at White Slough Water Pollution Control Facility (PW)

Approved the specifications and authorized advertisement for bids for procurement of biosolids dewatering polymer at White Slough Water Pollution Control Facility.

C-9 Adopt Resolution Authorizing the City Manager to Execute Improvement Deferral Agreement for 33 East Tokay Street (PW)

Adopted Resolution No. 2012-48 authorizing the City Manager to execute Improvement Deferral Agreement for 33 East Tokay Street.

C-10 Adopt Resolution Authorizing the City Manager to Execute Contract for Citywide Tree Survey 2012 with West Coast Arborists, Inc., of Anaheim (\$19,275), and Appropriating Funds (\$22,000) (PW)

Adopted Resolution No. 2012-49 authorizing the City Manager to execute contract for Citywide Tree Survey 2012 with West Coast Arborists, Inc., of Anaheim, in the amount of \$19,275, and appropriating funds in the amount of \$22,000.

C-11 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 to Professional Services Agreement with R.F. McDonald Company, of Modesto, for Repair of Boiler at White Slough Water Pollution Control Facility (\$11,495) (PW)

Adopted Resolution No. 2012-50 authorizing the City Manager to execute Amendment No. 1 to professional services agreement with R.F. McDonald Company, of Modesto, for repair of boiler at White Slough Water Pollution Control Facility in the amount of \$11,495.

- C-12 Adopt Resolution Authorizing the City Manager to Enter into a Letter of Agreement Between the City of Lodi and Holz Rubber Company for the Sale of Designated Municipal Electric Distribution Facilities (\$54,678) (EUD)

Adopted Resolution No. 2012-51 authorizing the City Manager to enter into a letter of agreement between the City of Lodi and Holz Rubber Company for the sale of designated municipal electric distribution facilities in the amount of \$54,678.

- C-13 Adopt Resolution Approving the Agreement Between the City of Lodi and Spare Time Inc., dba Twin Arbors Athletic Club, for Summer Swim League Program (PRCS)

Adopted Resolution No. 2012-52 approving the agreement between the City of Lodi and Spare Time Inc., dba Twin Arbors Athletic Club, for Summer Swim League Program.

- C-14 Adopt Resolution Approving the Master Lease Agreement with the Lodi Grape Festival and National Wine Show Association for Use of Various Festival Ground Facilities (\$21,000) (PRCS)

Adopted Resolution No. 2012-53 approving the master lease agreement with the Lodi Grape Festival and National Wine Show Association for use of various Festival ground facilities in the amount of \$21,000.

- C-15 Adopt Resolution Approving the Renewal of the Shared Automation Fee Structure for the Agreement Between the Cities of Stockton and Lodi for the Sirsi, Corp., Integrated Library System (\$31,400.82) (LIB)

Adopted Resolution No. 2012-54 approving the renewal of the Shared Automation Fee Structure for the Agreement between the cities of Stockton and Lodi for the Sirsi, Corp., Integrated Library System in the amount of \$31,400.82.

- C-16 Adopt Resolution Authorizing the Lodi Public Library to Participate with City of Richmond's Literacy for Every Adult Project (LEAP) in Implementation of the Learner Web-California (LIB)

Adopted Resolution No. 2012-55 authorizing the Lodi Public Library to participate with City of Richmond's Literacy for Every Adult Project (LEAP) in implementation of the Learner Web-California.

- D. Comments by the Public on Non-Agenda Items  
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Captain Dan Williams of the Lodi Salvation Army spoke in regard to the completion of the single-family shelter project and his transfer to Alameda County, stating he has enjoyed his stay in Lodi.

- E. Comments by the City Council Members on Non-Agenda Items

Council Member Johnson reported on his attendance at the Lodi Visitors and Conference Bureau

luncheon, stating tourism is doing well despite the challenging economic conditions. Mr. Johnson also commended Interim Parks, Recreation and Cultural Services Director Jeff Hood and Deputy City Attorney Janice Magdich for their efforts when filling in during difficult times.

Council Member Hansen reported on his attendance at a meeting with UC Davis students regarding the Climate Action Plan, the Highway 12 Task Force meeting regarding the updated plan and strategies, and the Northern California Power Agency conference in Washington D.C.

Mayor Mounce reported on her attendance at Legislative Action Days in Sacramento with the League of California Cities and invited everyone to participate in the Relay for Life to be held on June 9, 2012, at the Lodi Grape Festival.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolutions Approving the Final 2012/13 Action Plan for the Community Development Block Grant Program and the Section 108 Loan Guarantee Program Application (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Mounce called for the public hearing to consider adopting resolutions approving the Final 2012/13 Action Plan for the Community Development Block Grant (CDBG) Program and the Section 108 Loan Guarantee Program Application.

Neighborhood Services Manager Joseph Wood provided a brief PowerPoint presentation regarding the CDBG Action Plan. Specific topics of discussion included the annual allocation process and amount, 2012/13 CDBG funding availability, public hearing process, Section 108 authorization, Grape Bowl renovation project application, and proposed adoption of recommended resolutions.

In response to Mayor Mounce, Mr. Wood stated unfortunately additional funding cannot be added to the spay and neuter program as requested by a public comment at the current time due to the public service cap but there may be an opportunity to reallocate unused funds later in the year.

In response to Council Member Hansen, Deputy Public Works Director Charlie Swimley stated six rounds of handicap retrofits will cost approximately \$96,000 and the City is also able to use some transit funds for Americans with Disabilities Act improvements in addition to the CDBG funds.

In response to Mayor Mounce, Mr. Wood stated the interest rate for the Section 108 Loan Program amounts to less than 3%.

Mayor Mounce opened the public hearing and receiving no comments closed the public hearing.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-56 approving the Final 2012/13 Action Plan for the Community Development Block Grant Program and Resolution No. 2012-57 approving the Section 108 Loan Guarantee Program Application.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

H. Communications

H-1 Post for Expiring Terms and Vacancies on the Library Board of Trustees, Lodi Animal Advisory Commission, Lodi Arts Commission, Planning Commission, and San Joaquin County Commission on Aging (CLK)

Council Member Hansen made a motion, second by Mayor Mounce, to direct the City Clerk to post for the following expiring terms and vacancies:

Library Board of Trustees

Frankie Paul Kooger, term to expire June 30, 2012

Caitlin Casey, term to expire June 30, 2012

Lodi Animal Advisory Commission

VACANT, term to expire December 31, 2013

VACANT, term to expire December 31, 2014

VACANT, term to expire December 31, 2014

Lodi Arts Commission

Ben Burgess, term to expire July 1, 2012

Nancy Carey, term to expire July 1, 2012

Sandi Walker-Tansely, term to expire July 1, 2012

Teri Turrentine, term to expire July 1, 2013

Rosa Flores-Alcaraz, term to expire July 1, 2015

Planning Commission

Wendel Kiser, term to expire June 30, 2012

Randall Heinitz, term to expire June 30, 2012

San Joaquin County Commission on Aging

Terri Whitmire, term to expire June 30, 2012

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

I. Regular Calendar

I-1 Receive Report Regarding Fourth of July at the Lake Event Planning and Adopt Resolution Setting Special Shelter Rental Rate of \$500 (PRCS)

Mayor Pro Tempore Nakanishi was present for this item.

Interim Parks, Recreation and Cultural Services Director Jeff Hood provided a brief PowerPoint presentation regarding the planned Fourth of July event at Lodi Lake and the proposed shelter rental rate. Specific topics of discussion included the proposed plan at Lodi Lake for the Fourth of

July festivities including hours of operation for swimming and rentals, food vendors and concessions, picnic shelter rental rate of \$500 based on Commission discussion and approval, and the recommended action to approve the same.

In response to Council Member Hansen, Mr. Hood stated the vendors are charged \$150 to participate and there will be additional vendors this year due to public feedback for additional food items.

In response to Council Member Hansen, Mr. Hood stated if both shelter areas rent for \$500 each a profit of \$1,000 could be made to offset some of the event costs. Mr. Hood stated if the shelters do not rent for \$500, they will be available on a first come, first serve basis as done in previous years.

In response to Council Member Johnson, Mr. Hood stated staff can mark off surrounding lawn area adjacent to the shelter area if needed to indicate the rental space boundaries.

In response to Mayor Mounce, Mr. Hood stated the reservation area will be clearly marked with signs, relevant City department representatives indicated enforcement was a non-issue, and the rental location and amount will be advertised through the press, on the City's web page, and through social media.

In response to Council Member Hansen, Mr. Hood stated the fireworks show costs typically come out of special events budget and the cost and length of the actual show will be similar to previous years.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-58 setting special shelter rental rate of \$500.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

J. Ordinances

J-1 Adopt Ordinance No. 1858 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.175, 'Schedule ECA - Energy Cost Adjustment,' in its Entirety" (CLK)

Mayor Pro Tempore Nakanishi was present for this item.

Council Member Hansen made a motion, second by Council Member Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1858 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.175, 'Schedule ECA - Energy Cost Adjustment,' in its Entirety," which was introduced at a regular meeting of the Lodi City Council held April 18, 2012.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Pro Tempore Nakanishi

Noes: Mayor Mounce  
Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:00 p.m., in memory of Richard Koenig, who passed away on March 22, 2012; Bill Wick, who passed away on April 19, 2012; and Terry Whiteside, who passed away on April 19, 2012.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MAY 8, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, May 8, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Presentation Regarding Fiscal Year 2012/13 Budget (CM)

Deputy City Manager/Finance Director Jordan Ayers provided a PowerPoint presentation regarding the Fiscal Year 2012/13 budget. Specific topics of discussion included an overview of special revenue funds including fund balances, revenues and expenditures for Library, Transit, Streets, Community Development, and Parks, Recreation and Cultural Services. City Manager Bartlam also discussed potential program changes for Parks, Recreation and Cultural Services.

In response to Council Member Hansen, Mr. Ayers stated a few Library-related claims were paid out during the last year for which there will be no future allocations, which is why the Library expenses will be lower. Mr. Ayers stated there are 12 full-time budgeted positions in the Library.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated staff will provide the City Council with the requested numbers showing the unfunded liability amount per employee if the exact departmental liability amounts are unavailable.

In response to Council Member Johnson, Mr. Ayers stated the Measure K increase shown in transit is the result of a budgetary understatement and adjustment.

In response to Council Member Hansen, Mr. Bartlam stated the Measure K adjustment is going toward overall expenses and is not being segregated out for specific use.

In response to Council Member Hansen, Mr. Bartlam stated the MV Transportation contract was renegotiated for a lower amount, which is why there is a decrease in expenditures for that item.

In response to Council Member Johnson, Traffic Engineer Paula Fernandez stated the fare box revenue amount is 6% and provided an overview of the fare box recapture and recovery amount for the City.

In response to Council Member Hansen, Ms. Fernandez stated staff will provide to the City Council as requested the costs and savings amount to the City as it relates to the solar project.

In response to Mayor Pro Tempore Nakanishi, Ms. Fernandez stated there are three full-time employees in the transit division.

In response to Council Member Hansen, Mr. Ayers stated the \$3.5 million reduction in transit is a combined result of reduced revenues and reduced expenses.



In response to Mayor Mounce, Deputy Public Works Director Charlie Swimley stated a sidewalk survey is being conducted this summer and staff will program suggested repairs as necessary based on the results of the survey. Mr. Swimley stated generally large arterials and major traffic flows are considered when scheduling improvements.

In response to Council Member Hansen, Mr. Swimley stated the Lockeford project will be funded in 2013/14.

In response to Mayor Pro Tempore Nakanishi, Mr. Swimley stated there are 13 employees in the Streets Division and, depending upon the size and complexity of the project, some of the work is done in-house by the employees instead of contractors.

In response to Council Member Johnson, Mr. Bartlam and City Attorney Schwabauer confirmed that the Walmart project is proceeding with engineering as if the project is going forward and June 4, 2012, is the deadline for the California Supreme Court review. Mr. Bartlam stated the developer of the Sutter Gould project is also moving forward in planning and development.

In response to Council Member Hansen, Mr. Ayers stated the details regarding employee retirement contributions and health care costs will be included in the draft budget document, which will be released next week.

In response to Council Member Hansen, Mr. Bartlam stated the overall goal for Community Development is to carry a 15% fund balance, which is similar to the General Fund.

In response to Council Member Hansen, Interim Parks, Recreation and Cultural Services Director Jeff Hood and Mr. Bartlam confirmed there is a correlation between participation levels and the decreased revenue numbers for programs in Parks and Recreation and that the current numbers are more realistic than prior years.

In response to Mayor Mounce and Mayor Pro Tempore Nakanishi, Mr. Bartlam stated staff will provide to the City Council as requested the comparison data for General Fund contributions to Parks and Recreation in other communities. Council Members Johnson and Hansen also requested information regarding Parks and Recreation capital facilities in other communities and related funding information.

In response to Council Member Hansen, Mr. Hood confirmed that there are 29 full-time employees and 200 part-time employees in Parks, Recreation and Cultural Services and that the part-time employees include lifeguards, referees, and coaches.

In response to Council Member Hansen, Mr. Bartlam and Mr. Hood confirmed that there are approximately 200 kids in the after school program operated on four different school sites from 2:00 p.m. to 6:00 p.m. with a \$115 monthly charge per child.

In response to Council Member Hansen, Mr. Hood stated the parent survey regarding increasing the monthly fee from \$115 to \$150 received mixed reviews and the school district has not provided any feedback regarding taking over the program or reducing the site rental fee.

In response to Council Member Johnson, Mr. Hood stated the parents were notified in a previous letter of the difficulty with the site rental fee assessed by the school district and the program would not be self-sustaining even if the monthly fee was increased to \$120 from \$115.

In response to Mayor Mounce, Mr. Hood stated the reduction in the rental fee spoken of at the last 2x2x2 meeting was in relation to a retroactive credit for a previous overcharge and there is no

reduction going into the future.

Ed Miller spoke in regard to his concerns about the Lodi Lake surface improvement project and asked that at the conclusion of negotiations he be provided a matrix showing the salary and benefits for all employees. A brief discussion ensued regarding the status of the parking lot and related improvements at Lodi Lake and the funding associated with the project.

In response to Myrna Wetzel, Ms. Fernandez stated the parking structure security project is in design and will be awarded in September and the City Hall carpet will be replaced in the summer.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize Request for Proposals for Security Services for Hutchins Street Square Community Center

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Parks, Recreation and Cultural Services Interim Director

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**RECOMMENDED ACTION:** Authorize Request for Proposals for security services for Hutchins Street Square Community Center.

**BACKGROUND INFORMATION:** The Request for Proposals is being submitted for approval to secure a permanent contracted security company to oversee events at Hutchins Street Square. The scope of work will border Rose, Walnut, Hutchins and Oak Streets including the parking lots and interior of Hutchins Street Square. The cost of the security guards is offset by event revenue.

The security company currently utilized is under an old agreement via the previous City Manager. The agreement does not meet the City's current contract requirements. Outside security is required to help protect premises and patrons. Charges for the service are the responsibility of and charged to the renter. Annual security charges are estimated to be \$20,000.

The City Council approved a Request for Proposals in February, but staff received only one qualifying proposal from 20 security firms contacted. As a result, the requirement that bidders carry \$3 million in liability insurance is being reduced to \$2 million in response to comments from security companies in order to attract more interest. As the security guards are not armed and serve primarily as a deterrent, staff is comfortable with the reduced insurance level.

**FISCAL IMPACT:** None at this time.

**FUNDING AVAILABLE:** Not applicable at this time.

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JEFF HOOD  
Parks, Recreation and Cultural Services Interim Director

JH/dkb

Attachments

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES  
AT  
HUTCHINS STREET SQUARE COMMUNITY CENTER  
  
CITY OF LODI, CALIFORNIA**

Notice is hereby given that sealed proposals will be received by the Director of Cultural Services, Parks and Recreation, Hutchins Street Square, 125 S. Hutchins Street, Lodi, California, 95240 until 3 p.m. June 28, 2012. At that time, the proposals will be publicly opened and read in the Green Room at Hutchins Street Square Community Center, 125 S. Hutchins Street, Lodi, CA 95240 and provided to the Community Center Department for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services-  
Hutchins Street Square Community Center  
125 S. Hutchins Street  
Lodi, CA 95240  
City of Lodi  
Attn: Director**

Proposals received after 3 p.m. on June 28, 2012, will be returned to the Proposer unopened.

This Request for Proposals (RFP) is intended to be used to qualify and select a firm to provide contracted security services for Hutchins Street Square Community Center located at 125 S. Hutchins Street in Lodi, California

Individuals or firms submitting proposals must demonstrate knowledge and experience with providing security guard services.

The City of Lodi reserves the right to accept such proposal as may be deemed most advantageous to the City, the right to waive any informality in a proposal and the further right to reject any and all proposals.

Technical questions regarding this RFP may be directed to Deanie Bridewell, Hutchins Street Square Community Center Manager, (209) 333-6800, extension 2458.

Sincerely,

Jeff Hood  
Parks, Recreation and Cultural Services Interim Director

**REQUEST FOR PROPOSALS  
FOR  
SECURITY SERVICES  
AT  
HUTCHINS STREET SQUARE COMMUNITY CENTER  
CITY OF LODI, CALIFORNIA**

**I. General Information**

**A. Introduction**

The City of Lodi will receive sealed proposals to qualify and select a firm to provide security services for Hutchins Street Square Community Center located at 125 South Hutchins Street in Lodi, California.

The City of Lodi anticipates work to commence on, or about July 30, 2012. The duration of the contract shall be for three (3) years with the option for two (2) one-year extensions.

Sealed proposals will be received by the Interim Director of Cultural Services, Parks and Recreation, Hutchins Street Square, 125 S. Hutchins Street Lodi, California, 95240, until 3 p.m. on June 28, 2012. At that time, the proposals will be publicly opened and read in the Green Room, Hutchins Street Square Community Center, 125 South Hutchins Street, Lodi, CA, and provided to the Hutchins Street Square Community Center Division for evaluation.

Electronic or faxed proposals will not be considered. Each proposal shall be submitted in a sealed envelope plainly marked as follows:

**Proposal: Security Services -  
Hutchins Street Square Community Center  
City of Lodi  
125 S. Hutchins Street  
Lodi, CA 95240  
Attn: Interim Director**

Proposals received after 3 p.m. on June 28, 2012 will be returned to the Proposer unopened.

Proposer must read and understand the information and instructions for responding to this Request for Proposals (RFP).

Proposer must comply with all federal, State and local laws, statutes, ordinances, regulations, and other applicable laws which in any manner affect the services to be provided to the City under this RFP.

Proposer must provide satisfactory proof of liability, casualty and worker's compensation insurance in amounts and with coverage satisfactory to protect both Proposer and the City of Lodi from claims, damages or issues by any employee of the vendor or City of Lodi which may arise or damages under any contract awarded as a result of this RFP, as more specifically set forth in Addendum A to this RFP.

Any confidential information, or information protected by copyright, patent or trademark, included in the proposal submitted by any individual or firm should be clearly noted as such.

Upon evaluation of qualifications and proposals, the City of Lodi may select a firm to provide security guard services as specified in Section III, Specifications, and "Scope of Services." Upon selection, the City of Lodi may enter into negotiations with proposer for determination of final contract terms and pricing.

Failure to respond to any requirements outlined in this RFP, or failure to enclose copies of the required documents, may disqualify the proposal. Firms declining to submit a proposal in response to this request should so advise the Interim Director, in writing, to preclude the exclusion from future proposal requests.

The City of Lodi reserves the right to reject any or all proposals.

B. Pre-Proposal Conference

No pre-proposal conference is scheduled in conjunction with this RFP.

C. Proposal Format

Proposal shall be submitted bound or in booklet form, computer-generated or typewritten, with the information presented in the following order:

1. Letter of Introduction on company letterhead to include company background, office location and mailing address, telephone, email address, and FAX numbers, company principals, Private Patrol Operator (PPO) number, and primary contact(s).
2. Size of staff and their license credentials.
3. Description of equipment proposed to be used in the performance of security service.
4. Staff training and certification programs.
5. Description of similar services provided to other entities, along with contact information for each.
6. A detailed outline of services to be provided.
7. Cost of services on a per-hour basis.
8. A minimum of four (4) references. Reference must include (at a minimum) contract time frame, contact person for contract and telephone number, number of staff on site and type of service performed.
9. Sample of Incident Report which would be provided to the local law enforcement and the Hutchins Street Square Community Center Division.

10. Statement of Insurance Coverage in the types and amounts previously set forth in Section II.H of this RFP
11. Signature page, with State License number.

**Three (3) copies of the Proposal shall be submitted.**

**D. Interpretation**

If any person contemplating submittal of a proposal is in doubt as to the proposal procedures, such person shall contact the Hutchins Street Square Community Center Manager for clarification. Any interpretation or correction of this RFP will be made only by addendum sent to those who have received this RFP. The City of Lodi will not be responsible for any other explanation or interpretations of the RFP. Any questions received will be responded to in writing via an addendum three (3) working days prior to the Proposal opening date. Questions received after June 21, 2012 will not be addressed.

**E. Withdrawal of Proposal**

Any Proposer may withdraw a proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals in response to this RFP. No Proposer may withdraw a proposal after the time and date set for the opening thereof.

**F. Multiple Proposals**

No person, firm or corporation shall be allowed to file or be interested in submitting multiple proposals for the same work or services.

**G. Addenda**

Acknowledgement of receipt of any addendum issued during this RFP process shall be indicated in the RFP response and shall be made a part of any contract made between the City of Lodi and the service provider pursuant to this RFP.

**H. Opening of Proposals**

All proposals, regardless of any irregularities or informalities, will be opened and only the name of the Proposer (individual, firm or corporation) shall be read into the public record at the time and place set forth in the RFP. Late (delivered) proposals will not be accepted.

Proposers or their authorized representatives may be present at the opening of the response to the RFP.

**I. Disputes**

In case of discrepancy between words and figures, words shall prevail during the evaluation; however, the City reserves the right to construe any proposal according to its true intent where it contains a patent mistake.

J. Evaluation of Proposals

Proposals will be evaluated on content and presentation with emphasis on verifiable experience in providing similar services and on extent of proposed services. Consideration will also be given to size of staff, training programs, equipment provided, proposed costs and references.

K. Decision to Reject

The City reserves the right to reject any and all proposals for any reason or for no reason, to re-advertise for proposals, or to cancel a proposal listing and elect to perform the project or work it. The City reserves the right to reject as non-responsive any proposal which is incomplete, modified, unsigned, or illegible or which is not otherwise submitted in accordance with the requirements of this RFP.

L. Scope of Services

Proposer shall be deemed an independent contractor and not an agent, subcontractor or employee of the City. Proposer shall not enter into a subcontract agreement without the City's prior written consent. The Scope of Services required is set forth in Section III, "Specifications" of this RFP.

M. Invoicing and Verification of Costs

Properly documented invoices for Hutchins Street Square Community Center Security Services shall be submitted to:

City of Lodi – Hutchins Street Square Community Center  
Attention: Rental Consultant  
125 S. Hutchins Street  
Lodi, CA 95240

II. Special Conditions

A. Licensing of Security Services

Proposer shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the period of the contract. In addition, the proposer shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020 at the time of the issuance of the proposal to the City.



B. Force Majure

Performance of the required services shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such nature, the cause, date of commencement thereof and the anticipated extent of such delay, shall indicate whether it is anticipated that the completion dates would be affected thereby.

C. Records and Audits

The selected service provider shall maintain accurate and complete records specifically relating to the service provided under the contract. Service provider shall also keep records and books of account showing times and scope of services provided in the performance of the contract. The City shall have the right to inspect and audit the books, records and other items relating to the contract.

D. Scheduling

The Hutchins Street Square Community Center Rental Consultant shall provide required service times. In most cases, notice of one (1) week will be given prior to any change for security services.

E. Subcontracting

Should any Proposer contemplate subcontracting any part of the work or services under the contract, it shall submit with its proposal the name of the proposed subcontractor who shall perform any part of the work. It shall be understood that the service provider to whom the contract is awarded shall be fully and solely responsible for the named sub-contractor and for the work done by the sub-contractor in any service contract scheduled by the City of Lodi with the selected service provider. All applicable terms and conditions arising from the contract to be awarded under this RFP will apply to the sub-contractor.

F. Changes

The contract shall not be subcontracted, assigned or transferred without the written consent of the City. No changes or variations of any kind are authorized without a written and signed amendment to the contract. The proposed work or services shall be diligently prosecuted in accordance with the contract.

#### G. Standard of Performance

1. The selected service provider shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation, as well as the current normally accepted industry standards, in the performance of services required herein. The performance of the service provider's personnel shall also reflect their best professional knowledge, skill and judgment.
2. If any failure to meet the foregoing warranty appears during the term of the contract, the City may terminate the contract and require the reimbursement of all expenses necessary to replace or restore such services.

#### H. Indemnity and Insurance

The selected service provider must provide a certificate of insurance in a form acceptable to the City Risk Manager prior to entering into any contract made pursuant to this RFP. The insurance requirements are included in Addendum A to this RFP. The service provider shall maintain such insurance as will cover and include the entire obligation assumed in the contract as well as such insurance as will protect the service provider from claims and liability under Workers' Compensation Acts, personal liability, property damage, and all other claims for damages including personal injury and death, which may arise from operations under the contract.

Service provider shall defend, indemnify and hold harmless the City, its elected and appointed officials, directors, officers, employees, and volunteers from and against any and all claims, demands, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this contract made pursuant to this RFP, provided that any such claim, damage, loss, or expense is caused by negligent acts, errors or omissions of the service provider, anyone directly or indirectly employed by the service provider, acting under the direction of the service provider, or anyone for whose acts service provider may be liable, during the performance of services under the terms of the contract.

#### I. Interest of Proposer

At all times, the service provider shall be deemed to be an independent contractor and the proposer shall not be authorized to bind the City to contract or other obligation. Under the contract made pursuant to this RFP, the service provider shall certify that no one who has or will have any financial interest under the contract is an officer or employee of the City.

J. Entire Contract

The contract between the City and the service provider will constitute the entire agreement of the parties thereto and will supersede any previous contract, agreement or understanding, either oral or written, between the City and the selected service provider. The contract may not be modified except in writing and executed by both parties.

K. Governing Law

The laws of the State of California shall govern this RFP process and the contract. All services provided to the City shall comply with all policies, rules and regulations which may be in effect during the term of the contract, including all federal, State and local statutes, ordinances, and regulations applicable to the contract and the services to be provided thereunder. Venue of any actions disputes, or claims brought thereunder shall be situated in or transferred to the Superior Court of the County of San Joaquin, State of California.

III. Specifications

The Scope of Services as set forth in this RFP represents an outline of the services which the City anticipates the successful proposer to perform, and is presented for the primary purpose of allowing the City to compare proposals. The precise scope of services in the contract for security services shall be negotiated between the City and the successful proposer. As a minimum, the following security services are anticipated to be needed, but not limited to:

A. Scope of Services for Hutchins Street Square Community Center

1. Guard arrival times are ½ hour before events, except for theatre events which arrival time is 1 hour before event. Guards are expected to display a professional image and manner at all times while on duty. Consistent with this is the expectation that guards will be alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e. reading, eating, smoking, etc.) from the performance of their assigned duties. The guards are expected to remain onsite during meal breaks or be relieved by another guard during his or her meal break. Breaks shall be reported to HSS event attendant prior to onset. Eating and smoking shall occur in designated areas only.
2. Security guards, as required by the CITY, are to act in the best interests of the CITY to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the designated facilities to ensure a safe environment for all individuals.

The guard(s) will be required to act on behalf of the City of Lodi in an efficient, courteous, and professional manner at all times, to monitor and notify the event attendant on duty of improper or destructive behavior, and to insist that appropriate behavior prevail. Security personnel powers of arrest are no greater than that of a private citizen. The security company shall assume full liability for any of their employees in the exercising of any police authority. When necessary, the proper police authority shall be summoned. Security personnel, shall use no force unless absolutely necessary for self-defense. Security personnel shall always be cooperative with authorized emergency personnel, by providing assistance, while not interfering in the performance of their duties.

3. Hutchins Street Square will be patrolled on foot. The guard(s) will be required to perform security sweeps of the parking lots and perimeters of Hutchins Street Square Community Center as directed for the event. In addition to the security sweeps, upon arrival to Hutchins Street Square Community Center, the guard(s) will report for check in with the event attendant for site placement, depending on events requirements.
4. Guards shall make available, at any time while on duty, their Security Guard License issued by the State of California. Guards shall be expected to present a valid license to members of the Lodi Police Department or designated City of Lodi employees on demand. Failure to produce a valid Security Guard License shall be grounds for termination of the contract.
5. All guards must be neat, clean and properly uniformed and have a clear command of the English language. The security guards must possess and exercise strong personal interactive skills in dealing with the HSS Event Staff and the public. Uniforms shall not be similar to those of the Lodi Police Department. All shirts shall be tucked in. Head covers, if worn, shall be a part of the uniform. Contractor will provide employee photo identification badges for all security guards assigned to work at HSS facilities.
6. All guards will be equipped with City issued radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Lodi Police or other departments/individuals provided by the service provider. No personal media players will be allowed to be used by any security personnel while on duty.
7. Security guards shall arrive at Hutchins Street Square Community Center properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times while on duty.
8. Area of security service shall include back of sidewalk encompassed by 4 streets surrounding Hutchins Street Square: Hutchins, Rose, Walnut and Oak Streets. See Addendum B – Map.

9. Security guards will serve as a visual deterrent to criminal and disruptive behavior for inside and outside the HSS facility.
10. Security guard(s) will patrol all parking lots as required by onsite manager or event attendant.
11. Security provider will contact onsite manager or event attendant immediately on issue that arise during supervision.
12. Security personnel are to follow specific direction of Hutchins Street Square/City of Lodi Staff at all times while on duty at the HSS facility.
13. Security guard(s) will patrol areas as specified by onsite manager or event attendant via radio issued by HSS facility staff.
- 14 B. Addendum – Map of HSS facilities.

B. Required Qualifications:

1. Service provider shall hold a valid State of California Private Patrol Operator's license at the time the proposal is submitted, and if awarded a contract for services subsequent to this RFP, shall ensure that such license remains in full force and effect during the period of the contract. In addition, the Service provider shall provide a current City of Lodi business license as required by Lodi Municipal Code Section 3.01.020.
2. Firm must have a minimum of three (3) years experience in providing security services.
3. All guards assigned to Hutchins Street Square Community Center facilities must be bonded and employed by a company holding a valid California Private Patrol Operator license that provides 24-hour dispatch. Additionally, all guards shall be licensed and carry their California-issued Security Guard License card with them whenever on duty. At the request of Lodi Police, guards shall immediately present their License and employer-issued identification card.
4. All guards must be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable, and the service provider's dispatch center.
5. Possession of lethal weapons by guards is prohibited. Guards carrying batons or chemical agents must have a valid certification issued by the State of California and have the certification their possession at all times while on duty and provide the same to the event attendant, or site manager, prior to starting a shift.
6. The security company must have a good working relationship with local law enforcement agencies.

7. The security company shall investigate the background and references of each security guard that would be assigned to the City and advise the City of the results of these investigations as they relate to security guards that are or could be assigned to the City. City retains the right to disqualify any security guard proposed to work at the HSS facilities by the service provider.

# Addendum A



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |   |
|---|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b><br><br>\$2,000,000 Ea. Occurrence<br><br>\$4,000,000 Aggregate | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b><br><br>\$1,000,000 Bodily Injury - Ea. Person<br>\$1,000,000 Bodily Injury - Ea. Occurrence<br><br>\$1,000,000 Property Damage - Ea. Occurrence |
|---|---|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

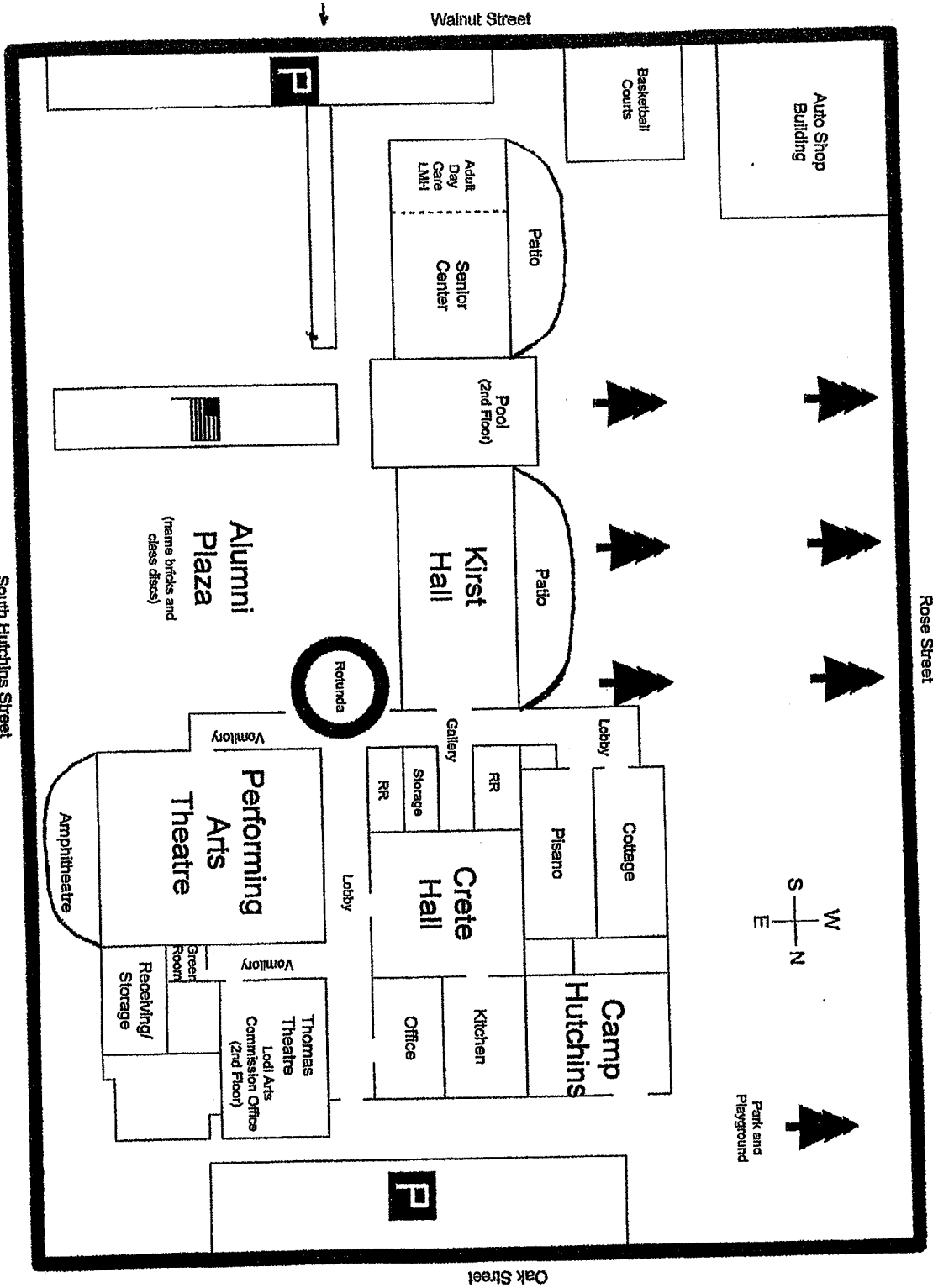
A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

Addendum B







# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Design and Construction of Municipal Service Center Transit Vehicle Maintenance Facility Solar Power Project

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for design and construction of Municipal Service Center Transit Vehicle Maintenance Facility solar power project.

**BACKGROUND INFORMATION:** On July 6, 2011, Council awarded design and construction of the above project to D. G. Granade, Inc., of Shingle Springs, in the amount of \$435,456.

This project consisted of the design and construction of approximately 5,300 square feet of roof space for mounting 240 photovoltaic solar panels to provide 56.4 Kilowatt Standard Test Conditions (KWSTC) of electrical power. The structure will also serve as a protective cover for the material storage bunkers adjacent to the Transit Vehicle Maintenance Facility. Electricity generated by the new facility will help offset electrical costs at the Transit Vehicle Maintenance Facility.

The project was substantially completed and final inspections were performed on April 11, 2012. There were no change orders for this project. The final contract price was \$435,456.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

**FISCAL IMPACT:** Electricity generated from this project will be used to offset utility costs at the Transit Vehicle Maintenance Facility.

**FUNDING AVAILABLE:** Funding was from the American Recovery and Reinvestment Act (1251).

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

FWS/GW/pmf

cc: Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer  
Gary Wiman, Construction Project Manager

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for Hutchins Street Reconstruction Project with A. M. Stephens Construction Company, Inc., of Lodi (\$863,466.53)

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for Hutchins Street reconstruction project with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$863,466.53.

**BACKGROUND INFORMATION:** The proposed project will reconstruct and widen Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps. The project also includes wastewater and storm drain improvements and the relocation of an existing water main (Exhibit A). The existing pavement is in poor condition and the street width varies from block to block. Staff has completed the acquisition of all the necessary street easements to create a uniform width and to add a longer southbound left-turn lane at Lodi Avenue. The final improvements will improve ADA access, pedestrian safety, and traffic flow in the project area, especially near Hutchins Street Square. Bulb-outs will be installed in multiple locations to shorten the crosswalk distance and street lighting will be enhanced.

Specifications for this project were approved on March 21, 2012. The City received the following four bids for this project on May 1, 2012. Construction is scheduled to be completed by September 2012.

Bidder	Location	Bid
Engineer's Estimate		\$817,010.00
A. M. Stephens Construction	Lodi	\$863,466.53
MCI Engineering	Stockton	\$865,289.00*
George Reed, Inc.	Modesto	\$915,456.00
Knife River Construction	Stockton	\$986,455.00

\*Corrected Total

**FISCAL IMPACT:** There will be a decrease in the street maintenance cost for this section of Hutchins Street after the street reconstruction.

**FUNDING AVAILABLE:** Funding is available through existing FY 2011/12 appropriations in the Street, Water and Wastewater Funds.

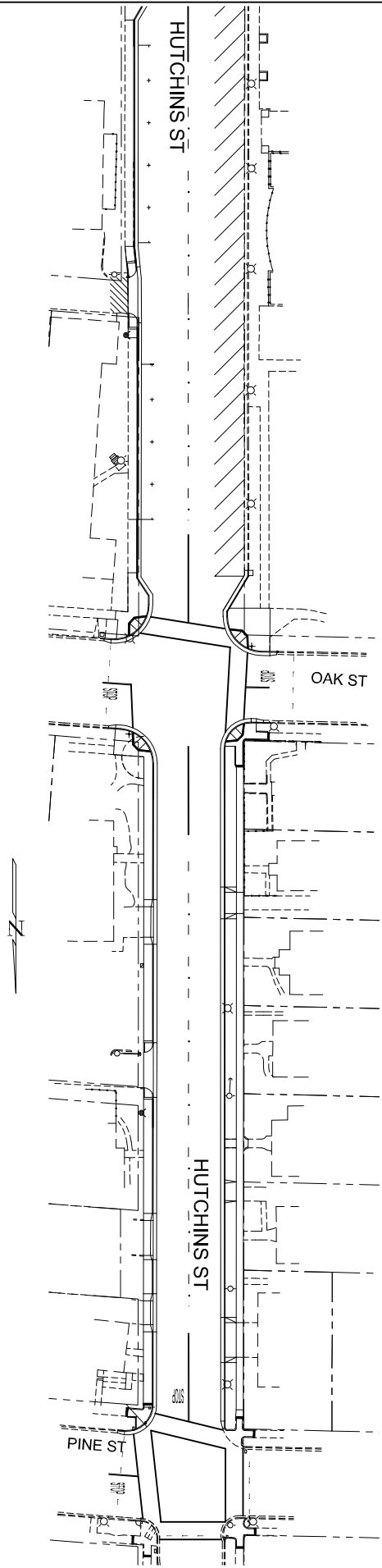
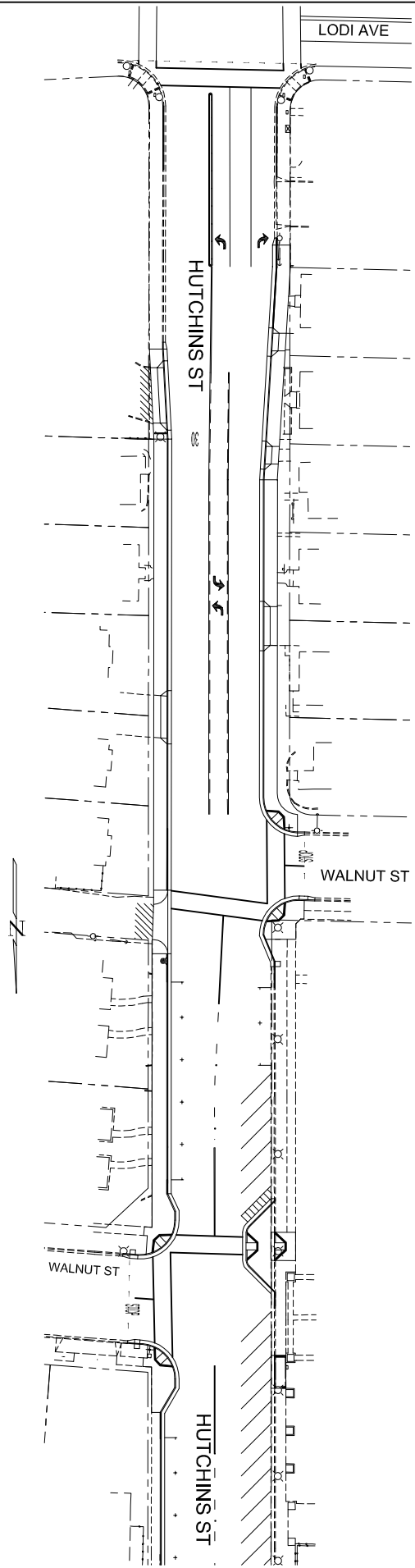
Measure K (325040):	\$709,451
Wastewater Capital (171014):	\$63,240
Water Capital (181014):	\$90,776

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
Attachment  
cc: Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



**HUTCHINS STREET RECONSTRUCTION  
(Lodi Avenue to Pine Street)**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 4,500 tons of asphalt concrete, 8,700 square feet of concrete sidewalk, 2,080 linear feet of concrete curb and gutter, 600 linear feet of 8-inch water pipe, street light system, traffic striping, and other incidental and related work, all as shown on the plans and specifications for "Hutchins Street Reconstruction, Lodi Avenue to Pine Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
2.	Construction Notification	LS	1	\$ 1,500.00	\$ 1,500.00
3.	Water Pollution Control	LS	1	\$ 9,435.00	\$ 9,435.00
4.	Excavation Safety	LS	1	\$ 721.50	\$ 721.50
5.	Clearing and Grubbing	LS	1	\$ 49,300.00	\$ 49,300.00
6.	Abandon 6-Inch Water Main	LS	1	\$ 555.00	\$ 555.00
7.	Roadway Excavation	CY	3,867	\$ 2.00	\$ 7,734.00
8.	Compact Original Ground	SF	87,000	\$ 0.17	\$ 14,790.00
9.	Concrete Subgrade Compaction	SF	15,690	\$ 1.50	\$ 23,535.00
10.	Asphalt Concrete	TON	4,511	\$ 89.55	\$ 403,960.05
11.	Miscellaneous Paving	TON	15	\$ 440.00	\$ 6,600.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Adjust Storm Drain Manhole to Grade	EA	6	\$ 666.00	\$ 3,996.00
13.	Adjust Wastewater Manhole to Grade	EA	6	\$ 666.00	\$ 3,996.00
14.	Concrete Sidewalk/Wheelchair Ramp	SF	8,700	\$ 6.01	\$ 52,287.00
15.	Concrete Curb and Gutter	LF	2,080	\$ 22.23	\$ 46,238.40
16.	Minor Concrete Curb	LF	175	\$ 18.27	\$ 3,197.25
17.	Concrete Alley Approach	SF	900	\$ 8.37	\$ 7,533.00
18.	Residential Driveway	SF	890	\$ 6.40	\$ 5,696.00
19.	Commercial Driveway	SF	890	\$ 7.99	\$ 7,111.10
20.	12-Inch Storm Drain	LF	537	\$ 59.94	\$ 32,187.78
21.	Side Inlet Catch Basin	EA	15	\$ 1,348.65	\$ 20,229.75
22.	Install 24-Inch Riser	EA	2	\$ 721.50	\$ 1,443.00
23.	Install Fire Hydrant and Valve	EA	1	\$ 4,717.50	\$ 4,717.50
24.	Relocate Fire Hydrant	EA	2	\$ 2,220.00	\$ 4,440.00
25.	Install 8-Inch Water Pipe	LF	600	\$ 78.81	\$ 47,286.00
26.	Install 8-Inch Water Valve	EA	6	\$ 1,332.00	\$ 7,992.00
27.	Install 1-Inch Water Service	EA	8	\$ 1,998.00	\$ 15,984.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
28.	Install Temporary Blow-Off	EA	1	\$ 277.50	\$ 277.50
29.	Adjust Water Valve Frame and Cover to Grade	EA	13	\$ 555.00	\$ 7,215.00
30.	Furnish Manhole Frame and Cover	EA	5	\$ 277.50	\$ 1,387.50
31.	Furnish Water Valve Frame and Cover	EA	13	\$ 177.60	\$ 2,308.80
32.	Street Sign Post	EA	6	\$ 388.50	\$ 2,331.00
33.	Traffic Striping	LS	1	\$ 9,518.25	\$ 9,518.25
34.	Street Light System	LS	1	\$ 44,918.15	\$ 44,918.15
35.	Yard Restoration	LS	1	\$ 10,545.00	\$ 10,545.00
TOTAL					\$ 863,466.53

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **60 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR: CITY OF LODI


\_\_\_\_\_  
By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Title  
\_\_\_\_\_  
City Clerk

(CORPORATE SEAL) Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney 



RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT FOR  
HUTCHINS STREET RECONSTRUCTION PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on May 1, 2012, at 11:00 a.m., for the Hutchins Street Reconstruction Project, described in the plans and specifications therefore approved by the City Council on March 21, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
A. M. Stephens Construction Company, Inc.	\$ 863,466.53
MCI Engineering	\$ 865,289.00*
George Reed, Inc.	\$ 915,456.00
Knife River Construction	\$ 986,455.00

\*Corrected Total

WHEREAS, staff recommends awarding the contract for the Hutchins Street Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$863,466.53; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hutchins Street Reconstruction Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$863,466.53; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Alley Reconstruction Project, with Biondi Paving, Inc., of Sacramento (\$128,550.50)

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 alley reconstruction project with Biondi Paving, Inc., of Sacramento, in the amount of \$128,550.50.

**BACKGROUND INFORMATION:** This project consists of the reconstruction of the alley north of Pine Street, from Stockton Street to Washington Street, and the alley north of Flora Street, from Garfield Street to Cherokee Lane, with 427 tons of asphalt concrete and the installation of 915 lineal feet of pervious concrete alley gutter. The locations of the alleys to be reconstructed are provided in Exhibit A.

These alleys were selected based on field review of the eastside alleys. The site survey conducted by Engineering staff indicates these alleys have the most severe drainage and pot hole problems. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement and pervious concrete alley gutter. The pervious concrete gutter was used in previous alley reconstruction projects and has proven to enhance storm water drainage.

Plans and specifications for this project were approved on April 4, 2012. The City received the following four bids for this project on April 25, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$ 144,513.50
Biondi Paving, Inc.	Sacramento	\$ 128,550.50
A. M. Stephens Construction	Lodi	\$ 131,370.00
All Phase Construction	Roseville	\$ 146,119.90*
George Reed Construction	Modesto	\$ 181,000.00
* Corrected Total		

**FISCAL IMPACT:** The project will reduce maintenance costs in the reconstructed alleys.

**FUNDING AVAILABLE:** This project will be funded by 2010/11 and 2011/12 Community Development Block Grant (CDGB) funds.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

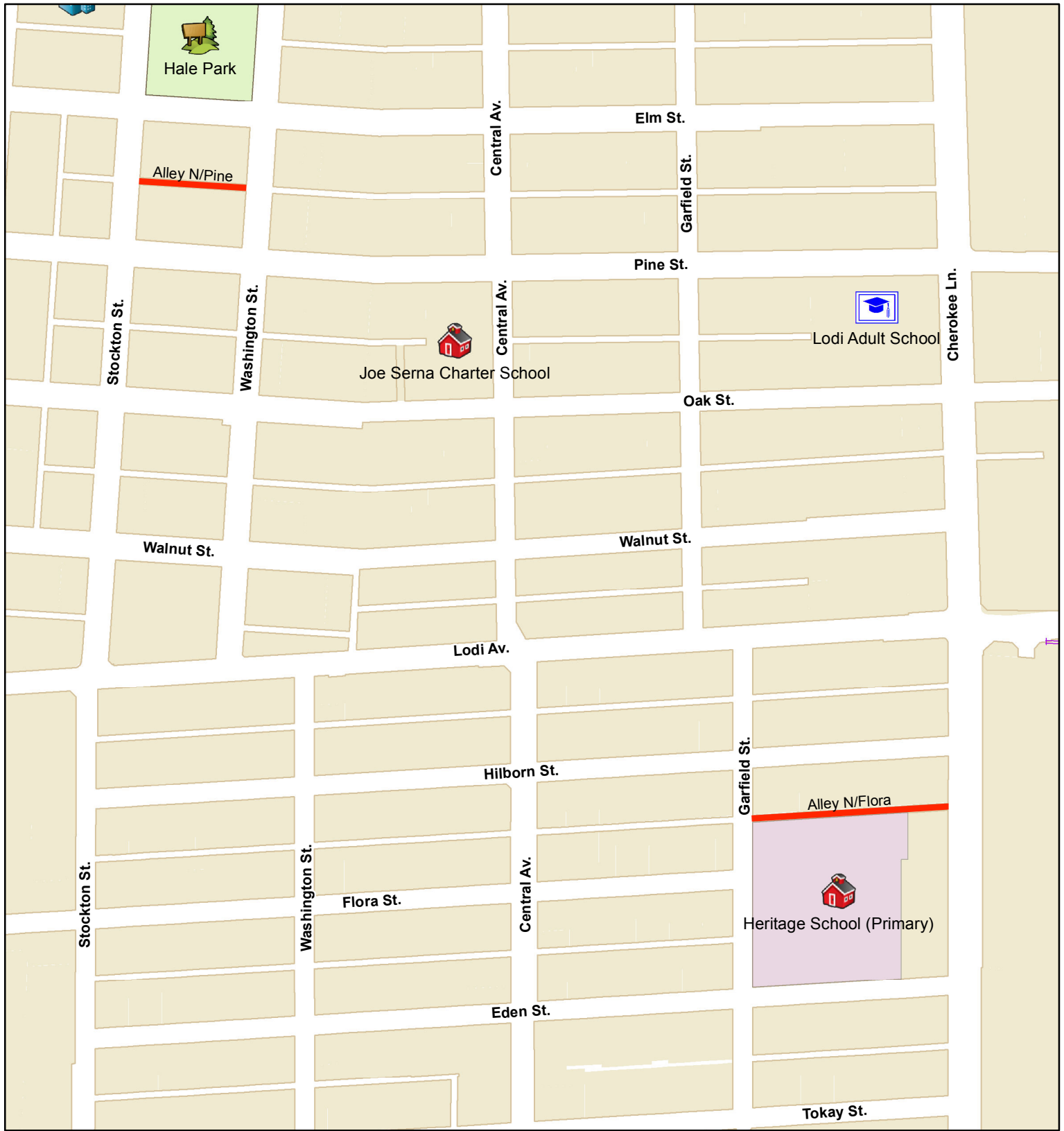
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
Attachment  
cc: Neighborhood Services Manager

Senior Civil Engineer Chang

Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# Legend

 Alley to be Reconstructed



## EXHIBIT A 2012 Alley Reconstruction Location Map



1 in = 400 ft

**2012 ALLEY RECONSTRUCTION PROJECT**  
**Alley North of Pine Street, Stockton to Washington Street**  
**Alley North of Flora Street, Garfield to Cherokee Lane**

---

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and BIONDI PAVING, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for reconstructing the alleys with 427 tons of asphalt concrete, installing 915 lineal feet of pervious concrete alley gutter, and other incidental and related work, all as shown on the plans and specifications for "2012 Reconstruction Project, Alley North of Pine Street, Stockton to Washington Street, Alley North of Flora Street, Garfield to Cherokee Lane".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 500.00	\$ 500.00
2.	Clearing and Grubbing	LS	1	\$ 5,250.00	\$ 5,250.00
3.	Remove Catch Basin	EA	2	\$ 225.00	\$ 450.00
4.	Storm Water Pollution Control	LS	1	\$ 2,000.00	\$ 2,000.00
5.	Control Roadway Excavation	CY	237	\$ 62.00	\$14,694.00
6.	Compact Original Ground	SF	16,470	\$ 0.45	\$ 7,411.50
7.	Concrete Subgrade Compaction	SF	400	\$ 2.50	\$ 1,000.00
8.	Asphalt Concrete	TON	427	\$ 101.00	\$43,127.00
9.	Concrete Curb and Gutter	LF	9	\$ 18.00	\$ 162.00
10.	Concrete Sidewalk	SF	40	\$ 5.00	\$ 200.00
11.	Concrete Alley Approach	SF	346	\$ 11.00	\$ 3,806.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Pervious Concrete Alley Gutter	LF	915	\$ 35.00	\$32,025.00
13.	Install 10-Inch Storm Drain Pipe	LF	25	\$ 114.00	\$ 2,850.00
14.	Install Drop Inlet Catch Basin	EA	2	\$ 1,000.00	\$ 2,000.00
15.	Adjust Manhole Frame and Cover to Grade	EA	2	\$ 475.00	\$ 950.00
16.	Furnish Manhole Frame and Cover	EA	2	\$ 375.00	\$ 750.00
17.	Adjust Water Valve Frame and Cover to Grade	EA	4	\$ 475.00	\$ 1,900.00
18.	Furnish Water Valve Frame and Cover	EA	4	\$ 75.00	\$ 300.00
19.	Adjust Water Service Box to Grade	EA	20	\$ 365.00	\$ 7,300.00
20.	Adjust Wastewater Cleanout to Grade	EA	5	\$ 375.00	\$ 1,875.00
TOTAL					\$128,550.50

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the materials required for this contract has been received and accepted by said vendor. Said statement shall be furnished within 15 days after receiving notice that the contract has been approved by the City Council and shall give the date that the control equipment will be shipped.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **25 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form



\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING CONTRACT AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT FOR  
2012 ALLEY RECONSTRUCTION PROJECT

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 25, 2012, at 11:00 a.m., for the 2012 Alley Reconstruction Project, described in the plans and specifications therefore approved by the City Council on April 4, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Biondi Paving, Inc.	\$ 128,550.50
A. M. Stephens Construction	\$ 131,370.00
All Phase Construction	\$ 146,119.90*
George Reed Construction	\$ 181,000.00
* Corrected Total	

WHEREAS, staff recommends awarding the contract for the 2012 Alley Reconstruction Project to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$128,550.50; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2012 Alley Reconstruction Project to the low bidder, Biondi Paving, Inc., of Sacramento, California, in the amount of \$128,550.50; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk





TM

# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Disabled Access Improvements, Various Locations with A. M. Stephens Construction Company, Inc., of Lodi (\$93,624.66)

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute contract for 2012 disabled access improvements, various locations with A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$93,624.66.

**BACKGROUND INFORMATION:** This project is part of the City of Lodi's 2011/12 Community Development Block Grant (CDBG) allocation.

The work consists of installing wheelchair ramps at the southwest corner of Turner Road and Pleasant Avenue, all four curb returns at the intersection of Pleasant Avenue and Eureka Avenue, the southeast corner of Washington Street and Concord Street, and the northeast and northwest corners of Washington Street and Poplar Street. This project also installs an ADA-compliant concrete alley approach on Oak Street at the alley east of Main Street and new sidewalk on Washington Street facing the Lodi Boys & Girls Club. The locations are shown on the attached Exhibit A.

Specifications for this project were approved on April 4, 2012. The City received the following seven bids for this project on April 25, 2012.

Bidder	Location	Bid
Engineer's Estimate		\$ 111,531.40
A. M. Stephens Construction	Lodi	\$ 93,624.66
All Phase Construction	Roseville	\$ 105,100.27*
MCI Engineering	Stockton	\$ 105,724.00
Diede Construction	Woodbridge	\$ 119,781.35
J. J. R. Construction	San Mateo	\$ 122,312.00
Cazadores Construction	El Dorado Hills	\$ 124,027.00
Urban Field Group	San Francisco	\$ 138,387.47

\* Corrected Total

**FISCAL IMPACT:** There could be a slight increase in long-term maintenance costs associated with the additional sidewalk on Washington Street.

**FUNDING AVAILABLE:** This project will be funded by 2011/12 Community Development Block Grant (CDBG) funds.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

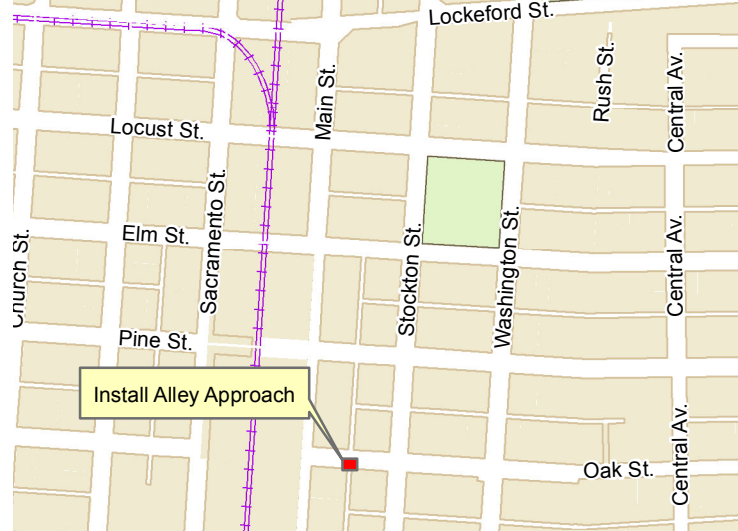
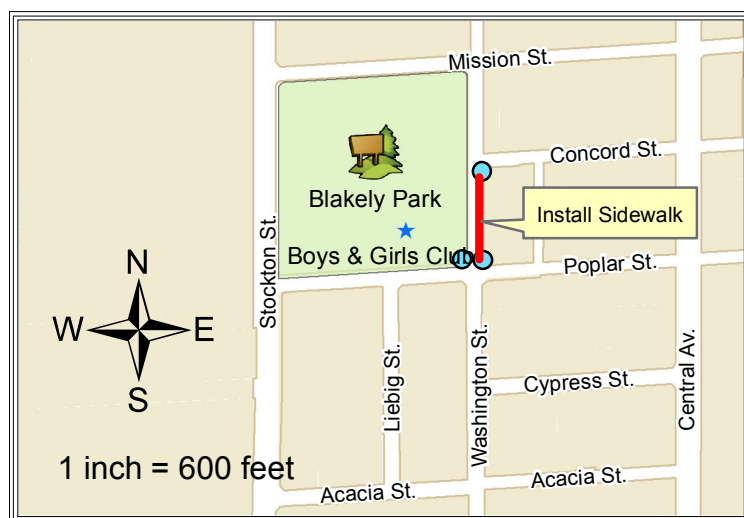
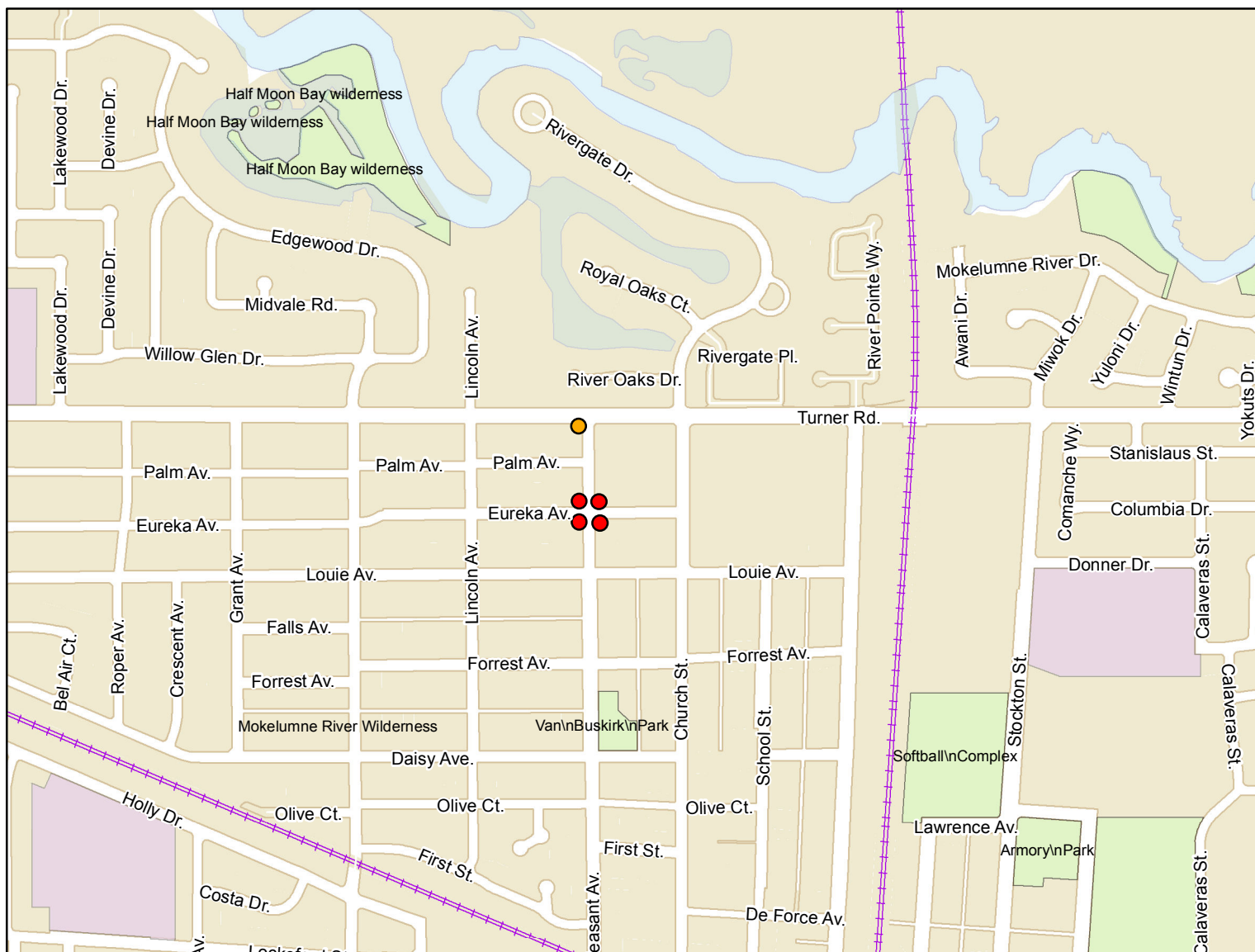
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
cc: Joseph Wood, Neighborhood Services Manager

Senior Civil Engineer Chang

Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



Path: K:\DESIGN\Projects\2012 ADA Access\Project Loc.mxd

**2012 ADA ACCESS IMPROVEMENT PROJECT  
VARIOUS LOCATIONS**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install wheelchair ramps and concrete sidewalk, relocate catch basins and storm drain laterals, and other incidental and related work, all as shown on the plans and specifications for the 2012 ADA Access Improvement Project, Various Locations.

#### CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 5,577.00	\$ 5,577.00
2.	Clearing and Grubbing	LS	1	\$ 2,250.00	\$ 2,250.00
3.	Remove Concrete Sidewalk	SF	1,630	\$ 3.00	\$ 4,890.00
4.	Remove Curb and Gutter	LF	324	\$ 3.00	\$ 972.00
5.	Remove Asphalt Concrete	SF	2,371	\$ 2.00	\$ 4,742.00
6.	Abandon Catch Basin and Lateral	EA	4	\$ 759.00	\$ 3,036.00
7.	Miscellaneous Concrete Subgrade Compaction	SF	3,559	\$ 2.00	\$ 7,118.00
8.	Install Asphalt Concrete	SF	1,705	\$ 7.00	\$11,935.00
9.	Install Sidewalk	SF	1,352	\$ 6.44	\$ 8,706.88

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	Install Wheelchair Ramp	SF	713	\$ 7.62	\$ 5,433.06
11.	Install Curb	LF	442	\$ 8.16	\$ 3,606.72
12.	Install Side Inlet Catch Basin	EA	4	\$ 1,984.00	\$ 7,936.00
13.	Install 12-Inch Storm Drain	LF	140	\$ 154.00	\$21,560.00
14.	Adjust Catch Basin Frame and Cover to Grade	EA	1	\$ 100.00	\$ 100.00
15.	Install Truncated Dome Panel (4 Feet x 3 Feet)	EA	8	\$ 414.00	\$ 3,312.00
16.	Install Street Sign Post	EA	7	\$ 350.00	\$ 2,450.00
TOTAL					\$93,624.66

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **25 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE

SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form:



\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE CONTRACT FOR 2012 DISABLED ACCESS  
IMPROVEMENTS, VARIOUS LOCATIONS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 25, 2012, at 11:00 a.m., for 2012 Disabled Access Improvements, Various Locations, described in the plans and specifications therefore approved by the City Council on April 4, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
A. M. Stephens Construction	\$ 93,624.66
All Phase Construction	\$ 105,100.27*
MCI Engineering	\$ 105,724.00
Diede Construction	\$ 119,781.35
J. J. R. Construction	\$ 122,312.00
Cazadores Construction	\$ 124,027.00
Urban Field Group	\$ 138,387.47
* Corrected Total	

WHEREAS, staff recommends awarding the contract for 2012 Disabled Access Improvements, Various Locations, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$93,624.66; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2012 Disabled Access Improvements, Various Locations, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$93,624.66; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement with Central Valley Clean Water Association for Participation in the Methylmercury Special Project

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute agreement with Central Valley Clean Water Association for participation in the methylmercury special project.

**BACKGROUND INFORMATION:** The Central Valley Clean Water Association (CVCWA) was formed to represent the interests of wastewater agencies in the Central Valley in regulatory matters and to support the exchange of information so member agencies can best meet their business challenges. The intent of CVCWA is to approach inland surface water discharge and land application regulatory matters with a perspective that balances environmental and economic interests and to speak with a unified voice from its members and partnering organizations. When necessary, CVCWA takes legislative and judicial steps to further its purpose. The City of Lodi has participated in the CVCWA since 1987.

Due to recent amendments to the Sacramento River and San Joaquin River Basin Plan, the State is requiring facilities that discharge to the Delta to participate in the Delta Mercury Control Program. This program is expected to involve two phases. Phase 1 is a control study and Phase 2 involves implementation of methylmercury controls identified by the Phase 1 control studies. The Phase 1 program allows for facilities to complete a control study on mercury and methylmercury, either independently or through a collaborative study with other agencies. At this time, CVCWA is involved in the Delta Mercury Control Program through the Methylmercury Special Project, which will collaborate efforts for the required control study between 14 public agencies.

The City's share of the not-to-exceed cost for Phase 1 of the program (Control Study) is \$45,000. Payments will be made in five annual installments that range from \$4,500 to \$13,500, as reflected in Exhibit D to the attached agreement. This cost is less than the projected cost for completing this study independently. Staff therefore recommends participation in the collaborative control study managed through CVCWA.

**FISCAL IMPACT:** Non-compliance with this mandated program will result in administrative fines from the State.

**FUNDING AVAILABLE:** Wastewater Utility Fund (170403): \$45,000

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Compliance Engineer

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



*Statement of Commitment to be part of the CVCWA Methylmercury Special Project*

The City of Lodi is committed to fund and participate in the CVCWA Methylmercury Special Project, per the participation rules for a Major Funding Agency as described in Exhibit D to the Contract for Methylmercury TMDL Collaborative Studies for Wastewater Treatment Plants.

Signed:

Date:

---

Konradt Bartlam  
City Manager

ATTEST:

APPROVED AS TO FORM:

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Randi Johl  
City Clerk

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D. Stephen Schwabauer  
City Attorney



**Exhibit D**  
**to the Agreement between**  
**the Central Valley Clean Water Association and Larry Walker Associates**

***Mercury TMDL Collaborative Studies for Wastewater Treatment Plants***

**CVCWA Methylmercury Special Project**

**Special Provisions**

**A. PROJECT MANAGER**

1. The Project Manager shall be a member of the CVCWA Methylmercury Special Project in good standing, elected by majority of the Methylmercury Special Project Steering Committee Members.
2. The Project Manager shall manage and coordinate performance of the approved Scope of Work.
3. The Project Manager shall coordinate with the Funding Agencies regarding the need for funds to be deposited with CVCWA in order to carry out the Scope of Work.
4. The Project Manager shall review and approve the invoices submitted by CONSULTANT. The Project Manager shall authorize CVCWA to release funds in payment of the invoices only if sufficient funds are on deposit in the Special Project Account.
5. Should the Project Manager no longer be able or willing to fulfill the duties of Project Manager, a new Project Manager shall be elected.

**B. FUNDING AGENCIES, COST SHARING, AND REGULATORY BENEFITS**

**1. Funding Agencies**

**a. Major Funding Agencies:**

A Major Funding Agency is an agency which shares in the funding of this Special Project in accordance with the cost sharing formula described in Section B.2.b below. Major Funding Agencies shall be members of the Methylmercury Special Project and of the Steering Committee, and shall have a vote as described in Sections C and E below.

b. Minor Funding Agencies:

Other CVCWA member agencies and non-CVCWA members may be interested in contributing to this effort, but not at the level of the Major Funding Agencies. A Minor Funding Agency is a CVCWA member or non-member agency that contributes \$5,000 or more or towards this Special Project.<sup>1</sup> Minor funding agencies will not receive regulatory credit towards this project as described below. Information concerning this special project shared with minor funding agencies will be at the discretion and as authorized by the Steering Committee.

c. Addition of Funding Agencies

Major and Minor Funding Agencies may join at any time. However, new Major Funding Agencies will be required to contribute at the full contribution level (including prior years payments) for their appropriate tier, to the current work in progress unless otherwise approved by the Steering Committee. Contributions for new Major Funding Agencies which have change tiers after the start of the project will be required to contribute based on current permitted flow. With additional Funding Agencies, the cost sharing formula for Major Funding Agencies may be reapportioned to reflect the contribution of the additional funding agencies.

## 2. Cost Sharing

a. Tier Levels and Associated Contribution for Major Funding Agencies

The funding for this project is intended to be shared on a 5-tiered basis, based on permitted flow, among the Major Funding Agencies minus any other contributions from Minor Funding Agencies. The funding for the Scope of Work will be provided by the Major Funding Agencies under the following 5-tiered system. Tiers are based on the Funding Agency's permitted flow<sup>2</sup>:

---

<sup>1</sup> Full payment of at least \$5,000 must be received before an agency qualifies for Minor Funding Agency status.

<sup>2</sup> Funding Agencies which change tiers during the scope of the contract will be billed at the tier level indicative of the design flow on July 1<sup>st</sup> of that fiscal year in which the billing is for (See section B of this exhibit below – Payment Schedule).

### Tier Levels and Associated Contribution

Permitted Flow	Tier Level	Contribution towards Scope
0 mgd ≤ flow ≤ 3 mgd	1	\$10,000
3 mgd < flow ≤ 7 mgd	2	\$21,000
7 mgd < flow ≤ 12 mgd	3	\$45,000
12 mgd < flow ≤ 20 mgd	4	\$70,000
flow > 20 mgd	5	\$95,000

b. Payment Schedule

The following payment schedule from the Funding Agencies is established for this scope of work under the Methylmercury Special Project.

	1 <sup>st</sup> Installment (10%)	2 <sup>nd</sup> Installment (30%)	3 <sup>rd</sup> Installment (30%)	4 <sup>th</sup> Installment (20%)	5 <sup>th</sup> Installment (10%)	Total
<b>Invoice Date</b>	April 15, 2012	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015	
<b>Tier 1</b>	\$1,000	\$3,000	\$3,000	\$2,000	\$1,000	<b>\$10,000</b>
<b>Tier 2</b>	\$2,100	\$6,300	\$6,300	\$4,200	\$2,100	<b>\$21,000</b>
<b>Tier 3</b>	\$4,500	\$13,500	\$13,500	\$9,000	\$4,500	<b>\$45,000</b>
<b>Tier 4</b>	\$7,000	\$21,000	\$21,000	\$14,000	\$7,000	<b>\$70,000</b>
<b>Tier 5</b>	\$9,500	\$28,500	\$28,500	\$19,000	\$9,500	<b>\$95,000</b>

- c. Administrative Surcharge for Major Funding Agencies that are not Members of CVCWA in Good Standing

Major Funding Agencies who are not member agencies of CVCWA in good standing shall contribute an additional five percent (5%) of their respective share to cover contract administrative cost by CVCWA. This additional contribution shall be deposited in CVCWA's general fund.

- d. Maximum Payment to Consultant

The maximum payment to the consultant under this agreement shall not exceed \$564,000, unless approved by the Steering Committee pursuant to section C and E of this exhibit. A portion of the contributions will be set aside by the Steering Committee as a reserve for additional work efforts. Expenditures of the reserves will only be authorized by the Steering Committee.

- e. Project Cost Adjustment

The Major Funding Agencies acknowledge that the scope of this project carries some uncertainty as to what will be acceptable to the Central Valley Regional Water Board and the TAC for the collaborative control studies. The scope and budget of this contract may be reevaluated after TAC input to address the TAC concerns. Payment amounts for Installments 4 & 5 may be adjusted based on TAC feedback and study requirements.

- f. First Portion of Phase 1 Study

The Scope of this agreement is to provide services for a collaborative study to understand mercury and methylmercury generation and control measures for wastewater treatment plants. The scope of work is anticipated to cover approximately the first half of the seven year period to develop control studies. Based on the outcome of this work, future work may be desired. The scope and cost sharing allocations do not account for this future work. Any future work will be discussed and determined by the Steering Committee and may require a separate contracting and cost sharing mechanism.

g. Major Funding Agencies and Contribution towards Scope

**Major Funding Agencies and Associated Tiers and Contributions**

Major Funding Agencies <sup>3</sup>	Factor		Contribution towards Scope
	ADWF (MGD)	Tier <sup>4</sup>	
City of Brentwood	5.00	2	\$21,000
City of Davis	7.50	3	\$45,000
City of Lodi	8.5	3	\$45,000
City of Manteca	9.87	3	\$45,000
City of Rio Vista <sup>5</sup>	1.65	1	\$10,000
City of Roseville <sup>6</sup>	30.00	5	\$95,000
City of Sacramento	1.30	1	\$10,000
City of Stockton	55.00	5	\$95,000
City of Tracy	10.80	3	\$45,000
City of Woodland	10.40	3	\$45,000
Ironhouse Sanitary District	4.30	2	\$21,000
Sacramento Regional County Sanitation District	181.00	5	\$95,000
UC Davis	3.60	2	\$21,000
City of Yuba City	10.50	3	\$45,000
Deuel Vocational Inst.	0.62	1	\$10,000
Town of Discovery Bay	2.10	1	\$10,000
Mountain House Community Services District	4.50	2	\$21,000
City of Redding	12.80	4	\$70,000

h. Additional Work Due to Addition of New Funding Agency

If additional work is added and approved by the Steering Committee due to the addition of a new Major Funding Agency, the new Major Funding Agency will be responsible for the additional contract cost, in addition to its contribution as a Major Funding Agency.

i. Withdrawal

- i. Any Funding Agency may withdraw from the project by providing thirty days written notice to the Project Manager.

<sup>3</sup> The status of the treatment plants shown in red at this time is unknown.

<sup>4</sup> Tier based on design flow on April 20, 2012

<sup>5</sup> Includes Rio Vista Main and Northwest WWTPs

<sup>6</sup> Includes Dry Creek and Pleasant Grove Wastewater Treatment Plants

- ii. A Funding Agency that withdraws shall be liable for that agency's share of the funding that has been deposited and not entitled to a reimbursement.
  - iii. Upon withdrawal of any Funding Agency, the Steering Committee may revise the cost-sharing amounts set forth above to reapportion the withdrawing agency's contribution among the remaining agencies.
  - iv. Upon withdrawal of any Funding Agency, CVCWA will notify the Regional Water Board that the Agency is no longer participating in the CVCWA Methylmercury Special Project as of the date of the withdrawal.
  - v. A Funding Agency that withdraws from the project will no longer have Steering Committee privileges, including access to work products or discussions after the date of withdrawal.
  - vi. Failure to contribute in per the payment schedule above is grounds for withdrawal from this Special Project. CVCWA will provide written notice to a Funding Agency whose payment is delinquent. The Funding Agency must respond within 30 days or will be deemed as desiring withdrawal from the Special Project. Final decisions regarding the status of Funding Agencies with delinquent payments will be determined by the Steering Committee.
- j. Reallocation of Costs
- i. At the conclusion of the work authorized by this agreement, any excess funds shall be returned to active Major Funding Agencies in proportion to the amount each Major Funding Agency contributed.
  - ii. In the event that this Agreement is amended and results in increased costs, Funding Agencies may elect to make additional contributions to support the additional work. These additional contributions may be in the form of rolling over any excess funds from prior phases of the project.

### **3. Regulatory Benefits**

A major goal of this Special Project is to provide regulatory credit with the Regional Water Board for participation in a collaborative study to control mercury and methylmercury for wastewater treatment plants subject to the Delta Methylmercury TMDL and future TMDLs in the Central Valley. Only at the full level of contribution will a Major Funding Agency be credited by CVCWA as participating in this project with the Regional Water Board. Minor Funding Agencies will not be credited by CVCWA as participating in this collaborative study with the Regional Water Board. CVCWA will notify the Regional Water Board in writing of the status of Major Funding Agencies.

C. **STEERING COMMITTEE**

1. CONSULTANT will provide the services described in Exhibit A subject to direction from a Steering Committee. The Steering Committee shall consist of one representative of each of the Major Funding Agencies. Each Major Funding Agency shall designate one principle representative and one alternate, who will participate in Steering Committee meetings in the absence of the principle representative.
2. Each member of the Steering Committee shall have one vote.
3. A majority (greater than 50%) of the steering committee members must be represented in person or by conference call to constitute a meeting quorum. Once a quorum is established, the meeting may continue and business may proceed until the meeting is closed by the majority of steering members present.
4. The Steering Committee shall:
  - a. Appoint a Project Manager.
  - b. Accept and approve final work products prepared by CONSULTANT.
  - c. Define and authorize work on the tasks identified in Appendix B, or other tasks as determined by the Steering Committee.
  - d. Approve revisions to the Scope of Services, project phases, schedule or project budget within the limitations established between the CVCWA and Consultant. No changes to the Scope of Services or budget shall be effective unless approved by the Steering Committee.
  - e. Make other determinations as appropriate and described herein.

D. **TECHNICAL SUPPORT COMMITTEE**

A Technical Support Committee comprised of representatives from the Steering Committee, CVCWA and/or Consultant may be established to provide technical guidance and assistance in completing the work.

E. **DECISION MAKING**

1. All Steering Committee members are encouraged to actively participate in this Special Project.



2. At least a majority (greater than 50%) vote of the Steering Committee present either in person or by conference call is required for action.
3. Steering Committee members will be required to review materials submitted to the Regional Water Board and TAC. These materials shall have Steering Committee, and sometimes CVCWA Board approval prior to submittal to the Regional Water Board or the TAC.

**F. OWNERSHIP OF WORK PRODUCTS**

1. All technical data, reports, documents, or other work products of CONSULTANT provided pursuant to the Scope of Services, shall become the property of the Major Funding Agencies and CVCWA and shall be delivered to the Steering Committee upon completion or request. CONSULTANT may retain copies for its files and internal use.
2. Release of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved by the Steering Committee or the CVCWA Board if the Steering Committee is no longer active. No document prepared pursuant to this agreement shall be deemed final unless approved by the Steering Committee.

**G. RESPONSIBILITIES OF FUNDING AGENCIES**

1. In order to provide for a cost-effective and collaborative process in completing this agreement, Major Funding Agencies agree to the following in the timeframe requested by the Steering Committee and/or Consultant and at the cost of the Funding Agency:
  - a. To provide data and other information necessary to the project. Major Funding Agencies agree to provide the data in the format requested (i.e. excel spreadsheet, etc.).
  - b. To provide studies and other information concerning past and current control studies for mercury and/or methylmercury.
  - c. To share results of control actions, including cost, pollution prevention efforts and assessments, etc.
  - d. To notify the Steering Committee and Consultant of any operational, treatment plant, disposal or collection system changes that could impact mercury or methylmercury production or control.
  - e. To provide access to the Funding Agency's facilities, if needed.

- f. To sample and provide high quality data<sup>7</sup> for constituents required by the Agency's permit and or as needed for this study for the timeframe determined by the Steering Committee.
  - g. To actively participate in the Steering Committee meetings. If the primary steering committee member is not available for a meeting, to have the alternate participate, if possible, and to share information concerning meetings, decisions, and action items within your Agency.
  - h. To provide timely review and input of documents.
  - i. To participate in the development of work products not covered by the scope of the agreement, but where the Steering Committee deems a committee-developed work product is desired.
2. Funding Agencies acknowledge that this agreement is not intended and will not fulfill all requirements in the Delta Mercury TMDL. Additional cost to comply with the Delta Methylmercury TMDL, future TMDLs and/or permit requirements will be the responsibility of the Funding Agency. For example, compliance monitoring, pollution prevention workplan development and implementation, exposure reduction requirements and others requirements are not included in this scope.

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<sup>7</sup> For Mercury and Methylmercury, EPA Method 1669 should be used and samples analyzed using low level detection methods

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
AGREEMENT WITH CENTRAL VALLEY CLEAN  
WATER ASSOCIATION FOR PARTICIPATION IN  
METHYLMERCURY SPECIAL PROJECT

=====

WHEREAS, since 1987, the City of Lodi has participated in the Central Valley Clean Water Association (CVCWA), which was formed to represent the interests of wastewater agencies in the Central Valley in regulatory matters and to support the exchange of information so member agencies can best meet their business challenges; and

WHEREAS, due to recent amendments to the Sacramento River and San Joaquin River Basin Plan, the State is requiring facilities that discharge to the Delta to participate in the Delta Mercury Control Program, and the program allows for facilities to complete the mandatory control study on mercury and methylmercury either independently or through a collaborative study with other agencies; and

WHEREAS, CVCWA is involved in the Delta Mercury Control Program through the Methylmercury Special Project, which will collaborate efforts for the required control study between 14 public agencies. The cost of participation for the City of Lodi for this project is \$45,000, which is less than the projected cost for completing this study independently.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement with the Central Valley Clean Water Association for participation in the Methylmercury Special Project.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Consent to Assignment by Elevator Services Company to Otis Elevator Company

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Consent to Assignment by Elevator Services Company to Otis Elevator Company.

**BACKGROUND INFORMATION:** Elevator Services Company has notified the City of Lodi that its business operations are planned to be acquired by Otis Elevator Company, a worldwide organization with annual revenues exceeding \$10 billion. The City currently has a two-year contract for elevator services that was awarded in October 2011. The Consent to Assignment form is attached as Exhibit A.

Following the transaction, Elevator Services Company personnel will be employees of Otis Elevator Company. Staff is confident there will be little or no change to the quality of services received by the City resulting from these changes.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

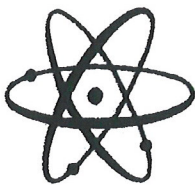
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F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/pmf  
Attachment

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## ELEVATOR SERVICES COMPANY

3487 ORANGE GROVE AVE., SUITE Q NORTH HIGHLANDS, CA 95660 PH. (916) 483-4997

April 16, 2012

Job Location: City of Lodi

Contract Number: 541

Description of Job: Service and Repair

I am writing to let you know that Elevator Services Company, your current elevator service provider, is considering a transaction whereby it will sell certain assets of its business, including its elevator maintenance and service contracts, to Otis Elevator Company, to be effective on or about May 1, 2012. It is contemplated that Elevator Services Company's skilled service providers will be employees of Otis Elevator Company following the transaction.

Your contract(s) with Elevator Services Company, referred to above, requires written consent prior to Elevator Services Company assigning its interest in the contract(s) to Otis Elevator Company. I respectfully request that you sign this consent and return it to me no later than April 26, 2012. Please feel free to contact me if you have any questions or concerns.

### Consent to Assignment

City of Lodi consents to Elevator Service Company's assignment of the contract(s) referred to above, including, subject in all respects to the asset purchase agreement, all of Elevator Service Company's rights, obligations and responsibilities under the contract(s), to Otis Elevator Company or its affiliates. This consent satisfies all notice and consent to assignment requirements in the contract(s).

Agreed and consented to this \_\_\_\_ day of \_\_\_\_\_, 2012:

ATTEST:

Signature: \_\_\_\_\_

Title: City Manager

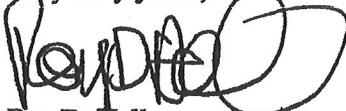
Printed Name: Konradt Bartlam

Date: \_\_\_\_\_

\_\_\_\_\_  
RANDI JOHL  
City Clerk

APPROVED AS TO FORM:

Very truly yours,

  
Roy D. Hall

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney 

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE CONSENT  
TO ASSIGNMENT BY ELEVATOR SERVICES COMPANY  
TO OTIS ELEVATOR COMPANY

=====

WHEREAS, Elevator Services Company has notified the City of Lodi that its business operations are planned to be acquired by Otis Elevator Company, a worldwide organization with annual revenues exceeding \$10 billion; and

WHEREAS, the City currently has a two-year contract for elevator services that was awarded in October 2011; and

WHEREAS, following the transaction, Elevator Services Company personnel will be employees of Otis Elevator Company, and staff is confident there will be little or no change to the quality of services received by the City resulting from these changes.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Consent to Assignment by Elevator Services Company to Otis Elevator Company.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to File Claim for 2011/12 Transportation Development Act (TDA) Funds in the Amount of \$2,020,434 from Local Transportation Fund (LTF) and \$256,361 from State Transit Assistance (STA) Fund

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to file claim for 2011/12 Transportation Development Act (TDA) funds in the amount of \$2,020,434 from Local Transportation Fund (LTF) and \$256,361 from State Transit Assistance (STA) Fund.

**BACKGROUND INFORMATION:** Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi's transit operations and pedestrian/bicycle costs. These are State transportation funds that are primarily for non-vehicular (transit) transportation but can be used on roads if transit needs are being met. The funding is channeled through the San Joaquin Council of Governments (SJCOG), our regional transportation planning agency. The claim for Fiscal Year 2011/12 is \$2,020,434 from LTF and \$256,361 from STA, as follows:

	LTF	STA	Total
Transit Operations	\$1,773,448		\$1,773,448
Transit Capital Projects		252,448	252,448
Pedestrian/Bicycle Projects	65,437		65,437
Streets/Roads (reclaimed carryover)	131,600		131,600
SJCOG Planning and Administration	<u>49,949</u>	<u>3,913</u>	<u>53,862</u>
Total	\$2,020,434	\$256,361	\$2,276,795

As shown above, the LTF and STA funds will be utilized for transit operations, transit capital projects (transit station improvements, bus stop shelter improvements, transit buses, safety and security improvements, etc.), pedestrian and bicycle projects (sidewalk repairs), streets/roads project (signal design work and signal construction) and SJCOG planning and administration. Both the LTF and STA funds include reclaimed carryover amounts from FY 10/11 or prior years as follows: LTF - \$292,162 for transit purposes, \$31,100 for pedestrian/bicycle, and \$131,600 for streets/roads; and STA - \$41,193 for transit capital. SJCOG plans to approve the TDA claim on May 24, 2012, following City Council's approval. The City Manager may make minor adjustments when filing the final claim, based upon SJCOG review and comments.

The City's transit operations (GrapeLine, Dial-A-Ride, and VineLine) are fully funded with TDA, Federal Transit Administration funds, Measure K renewal program funds, fare revenues and other competitive funding sources. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian, and bicycle-related projects and maintenance as much as possible.

**FISCAL IMPACT:** This action will allow the City to claim and receive TDA funding for FY 2011/12, which will pay for on-going operations and capital needs.

**FUNDING AVAILABLE:** None required.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

cc: Financial Services Manager

SJCOG staff, Lynnetta Castle-Martinez and Aaron Hoyt

APPROVED:

\_\_\_\_\_  
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO FILE  
THE 2011-12 CLAIM FOR TRANSPORTATION  
DEVELOPMENT ACT FUNDS ON BEHALF  
OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's 2011-12 Transportation Development Act claim in the following amounts:

\$2,020,434	Local Transportation Funds
\$ 256,361	State Transit Assistance

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the claim on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to make minor adjustments when filing the final claim, based on San Joaquin County Council of Governments review and comments.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_





## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Changes to Memorandum of Understanding for AFSCME – General Services and Maintenance and Operators, Lodi Professional Firefighters, and Lodi Mid-Management, Amendment to the Executive Management Statement of Benefits, and Changes to Confidential Employee Benefits

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving changes to memorandum of understanding for AFSCME – General Services and Maintenance and Operators, Lodi Professional Firefighters, and Lodi Mid-Management, amendment to the Executive Management Statement of Benefits, and changes to Confidential employee benefits.

**BACKGROUND INFORMATION:** The proposed changes are a consequence of contracts approved for various bargaining groups allowing for other groups to receive the same benefits (me-too language), and to update some aspects of recently approved MOUs. The proposed changes are as follows:

**Executive Management and Council Appointees** – The amended Executive Management Statement of Benefits is included in Appendix A. The amended Statement of Benefits includes modifications to retirement and medical insurance as directed by Council in their March 21, 2012 meeting. The statement has also been amended to conform to existing City Policies.

**Mid-Management MOU** – Amend Article XVII (Long-Term Disability) as follows: “A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3 percent to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City’s Policy on Long Term Disability. The maximum length of coverage is three (3) years from date of disability.”

Additionally, add classifications of Wastewater Plant Superintendent, Chief Water Treatment Plant Operator, Assistant Planner, and Assistant Engineer to the list of those positions represented by the Mid-Management Association (Appendix B).

**Confidential – Non-exempt employees** – Modify CalPERS retirement contribution and furloughs to be consistent with similar benefits authorized by Council on April 18, 2012 for the AFSCME General Services bargaining group. Thus, for Confidential – Non-exempt employees their additional benefits

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

would be:

- Add (24) twenty-four hours of floating furloughs to be used by December 31, 2012 and (48) forty-eight fixed furlough hours from July 1, 2013 to December 31, 2013.
- Employees will continue to pay 1 percent of the employee's share of retirement through December 31, 2012. Beginning January 1, 2013 employees agree to pay 3.3 percent share of their retirement costs through December 30, 2013. Beginning December 31, 2013 employees agree to pay the full 7 percent share of retirement costs and there will be no further unpaid furlough days.
- Those employees whose annual base salary, adjusted for furloughs, is less than \$40,000 will have their medical insurance premiums calculated according to Appendix C. This change will mirror the calculation for the AFSCME bargaining groups.
- Include long-term disability benefit as detailed in Mid-Management section of this Council Communication.

**Confidential – Exempt employees** - Include long-term disability benefit as detailed in Mid-Management section of this Council Communication.

**AFSCME** – General Services and Maintenance and Operators MOU's were revised so the structure and organization of the articles would be consistent between the two agreements. There is no change to any term or condition of the MOUs as a result of the reorganization. Please see Appendix D for a revised copy of the General Services MOU and Appendix E for a revised copy of the Maintenance and Operators MOU. Appendix E also includes a revised salary chart that includes updates that were approved by Council at their March 21, 2012 meeting.

**Firefighters** - Revise salary chart to reflect Emergency Medical Technician incentive being included into base salary (Appendix F) as approved by Council at their April 18, 2012 meeting.

**FISCAL IMPACT:** No fiscal impacts that have not already been presented to council

**FUNDING AVAILABLE:** Not applicable

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Jordan Ayers, Deputy City Manager/Internal Services Director

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Dean Gualco, Human Resources Manager

Attachments

# **APPENDIX A**

## **EXECUTIVE MANAGEMENT**

## **STATEMENT OF BENEFITS**

**MARCH 18, 1998**

**AMENDED BY ACTION OF THE CITY COUNCIL ON MAY 16, 2012**

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**ARTICLE I - EXECUTIVE MANAGEMENT CLASSIFICATIONS/AT WILL STATUS****1.1**

Executive Management employees are "at-will" and serve at the pleasure of the appointing authority. Executive Management employees fall under three categories: City Council appointees; City Manager appointees; and Library Board appointee.

**1.2**

Classifications which serve at the pleasure of the City Council are as follows:

City Attorney  
City Clerk  
City Manager

**1.3**

Classifications which serve at the pleasure of the City Manager are as follows:

~~Community Center Director~~  
Community Development Director  
Deputy City Manager/Internal Services Director  
Economic Development Coordinator  
Electric Utility Director  
~~Finance Director~~  
~~Fire Chief~~  
Parks, and Recreation and Cultural Services Director  
~~Human Resources Director~~  
~~Police Chief~~  
Public Works Director

**1.4**

The Library Services Director serves at the pleasure of the Library Board.

**1.5**

Employment with the City of Lodi shall serve as employees sole and exclusive employment unless otherwise approved by the City Manager.

**1.6**

Upon hire, Executive Management employees will be subject to a contract as a condition of employment.

**1.7**

To the extent that language in the contract entered into between the City and an Executive Management employee is found to conflict with this statement of benefits, the language of the contract shall govern.

## ARTICLE II – COMPENSATION

### 2.1

#### **Purpose of the Executive Management Compensation System**

The primary purpose of the Executive Management compensation system is to recruit and retain the best available talent for a given position and provide incentives for peak performance. This requires that pay ranges be competitive in making the City a desirable place to work and that a rational pay and incentive system be in place.

### 2.2

#### **Compensation Principles**

The principles by which Lodi's Executive Management compensation system operates are:

- Market Equity: Salary ranges for a given position will normally be similar to salary ranges of comparable agencies for which the City of Lodi competes for employees.
- Compensation: The compensation of Executive Management employees will be based on performance, market, and needs of the City. Accordingly, managers will receive as a minimum an annual performance evaluation developed between the City Manager and the employee.

### 2.3

#### **Definitions**

1. **Control Point** – a point upon which the salary range for an Executive Management position is based. The bottom of the range is 10% below the Control Point, and the ceiling of the range is 10% above the Control Point. Control Points are recommended by the City Manager and approved by the City Council, using external salary comparisons and internal salary relationships. While there are no "steps" in Executive Management salary ranges, the Control Point may be considered to be similar to the "C" step for positions with stepped pay ranges.
2. **Cost Of Living Increase** – an increase to the Control Point for each Executive Management position as approved by Council. A Cost Of Living increase to the actual salary of an employee is subject to approval by the City Manager.
3. **Equity Increase** – a change in the Control Point for a specific Executive Management position, apart from the Cost Of Living increase, approved by City Council. An Equity increase may be justified based upon organizational changes, internal comparisons and/or external market equity survey data. ~~A market survey will be performed at a minimum of once every three (3) years.~~
4. **Performance Increase** – a salary increase granted by the City Manager to an individual whose performance regularly exceeds job standards for that position. A

Performance Increase is designed to apply to a specific individual occupying an Executive Management position and will not raise the Control Point for that position. A Performance Increase may be granted up to a maximum of 10% percent above the Control Point for that position and shall not exceed the salary range. Normally performance increases will occur in steps of 5%.

5. **Salary Range** – a range of compensation, the bottom of which is 10% below the Control Point, and the ceiling of which is 10% above the Control Point for an Executive Management position.

## 2.4

### **General Provisions**

1. The Control Point will be the highest salary which an employee may receive, except for Performance Increases as determined by the City Manager.
2. General adjustments to Executive Management salary ranges will be made by moving the Control Point in the amount approved by the City Council as a Cost Of Living increase or by salary survey. Executive salaries will be moved in relation to Control Point changes as determined by the City Manager.

## 2.5

### **Appointments**

A person appointed to an Executive Management position will receive a salary no less than 10% below the control point or 10% above the control point.

## 2.6

### **Performance Review – First Year**

After six months from the original date of appointment and with a satisfactory performance evaluation, the City Manager may grant an increase in salary of not more than 5%. At one year from the original date of appointment, the City Manager may grant an increase in salary of not more than 5%.

## 2.7

### **Annual Performance Review**

The City Manager will develop an annual performance evaluation with each employee which will include goals and objectives in the City's Financial Plan and Budget and other objectives as may be considered to be appropriate.

**ARTICLE III – STIPULATION OF BENEFITS****3.1**

The benefits described herein, reflect the type and, as appropriate, level of benefits offered to Executive Management employees at the time ~~upon which~~ this Statement of Benefits was ~~revised~~-amended (5/16/2012~~11/97~~). The City reserves the right at any time to modify the type and level of benefits offered to Executive Management employees to the fullest extent permitted by law.

**3.2**

This Statement of Benefits describes fully all matters relating to salary, benefits, hours, leaves, and holidays ~~and tuition reimbursement~~ conferred to Executive Management employees. No additional benefit may be conferred by the City or any City employee to Executive Management employees unless authorized in writing by the City Council by formal action.

**3.3**

The City shall not be required to provide ~~such~~ the benefits described in this Statement of Benefits if individual members are ineligible due to law or regulations.



**ARTICLE IV – DEFERRED COMPENSATION**

**4.1**

Executive Management employees may participate in the City's Deferred Compensation Plan. Investment options available to participants are specified in the prospectuses of the Deferred Compensation administrators. Eligibility is determined by applicable laws and carrier plans.

**4.2**

City will match up to a maximum of 3.0% of base salary for Executive Management employees participating in the City's Deferred Compensation Plan, effective as of June 25, 2012.

**ARTICLE V – FLEXIBLE SPENDING ACCOUNT**

**5.1**

Executive Management employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan).

Specifics regarding the conditions and administration of the plan are available from the administrators.

**5.2**

Elections for the calendar year will be made during the designated open enrollment period, or if a change in family status occurs.

## ARTICLE VI – HOURS AND OVERTIME

6.1

In addition to working schedules consistent with regular business hours, Executive Management employees are required to work hours beyond regular business hours as determined by the scope of a position's responsibilities, and in accordance with business necessity and the needs of the City.

6.2

Executive Management positions are considered exempt from the overtime provisions of the Fair Labor Standards Act, and shall not be eligible for compensatory time off (CTO), except where a Federal emergency is declared. The City Manager will make determinations for compensation under these circumstances on a case by case basis.

6.3

Upon promotion into an Executive Management position compensatory time accrued must be paid or used prior to the promotion.

**ARTICLE VII - RETIREMENT****7.1**

The City of Lodi provides retirement benefits through the Public Employees Retirement System. Executive Management employees shall receive the following retirement benefits.

The Police Chief is covered under Police, the Fire Chief is covered under Fire and all other Executive Management employees are covered under the Miscellaneous category.

<b>Police</b>	32% at 50 plan	<ul style="list-style-type: none"> <li>• 1959 Survivors Benefit</li> <li>• Employees' 9% paid by CityEmployee</li> <li>• <del>_____</del> Credit for</li> <li>Unused Sick Leave</li> <li>• Military Service Credit as Public Service</li> </ul>
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<b>Fire</b>	32% at 50 plan	<ul style="list-style-type: none"> <li>• 1959 Survivors Benefit</li> <li>• Employees' 9% paid by CityEmployee</li> <li>• Single highest year</li> <li>• <del>_____</del> Credit for</li> <li>Unused Sick Leave</li> <li>• Military Service Credit as Public Service</li> </ul>
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<b>Miscellaneous</b>	2% @ 5560 plan	<ul style="list-style-type: none"> <li>• 1957 Survivors Benefit</li> <li>• 1959 (Plus 25%) Survivors Benefit</li> <li>• Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%</li> <li>• 50% survivors continuation</li> <li>• Employee's 7% paid by CityEmployee</li> <li>• <del>_____</del> Credit for</li> <li>Unused Sick Leave</li> <li>• Military Service Credit as Public Service</li> </ul>
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The City plans to revise its miscellaneous retirement formula for new City hires to a 2% at 60 formula. Executive Management employees (with the exception of Police Chief and Fire Chief) who are hired by the City after the City transitions to 2% at 60 (which will occur immediately after the City receives CalPERS approval of the change) will be subject to the new retirement formula of 2% at 60. Executive Management employees (with the exception of Police Chief and Fire Chief) hired prior to CalPERS approval will remain at the formula for Miscellaneous as set forth above.

The City plans to revise its public safety retirement formula for new City hires to a 3% at 55 formula. Any Police Chief or Fire Chief hired by the City after the City transitions to 3% at 55 (which will occur immediately after the City receives CalPERS approval of the change) will be subject to the new retirement formula of 3% at 55. Any Police Chief or Fire Chief hired prior to CalPERS approval will remain at the formula for Police and Fire as set forth above.

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**ARTICLE VIII – VACATION LEAVE****8.1**

Employees hired into an Executive Management position prior to July 1, 1994 shall receive the following vacation benefits:

## Beginning with:

Date of Hire:	3.08 hours per pay period	( <del>10 days</del> 80.08 hours per year)
6th year	4.62 hours per pay period	(120.12 hours <del>15 days</del> per year)
12th year	5.23 hours per pay period	(135.98 hours <del>17 days</del> per year)
15th year	6.16 hours per pay period	( <del>20 days</del> 160.16 hours per year)
21st year	6.47 hours per pay period	( <del>21 days</del> 168.22 hours per year)
22nd year	6.78 hours per pay period	( <del>22 days</del> 176.28 hours per year)
23rd year	7.09 hours per pay period	( <del>23 days</del> 184.34 hours per year)
24th year	7.40 hours per pay period	( <del>24 days</del> 192.40 hours per year)
25th year	7.71 hours per pay period	( <del>25 days</del> 200.46 hours per year)

**8.2**

Employees hired into an Executive Management position after July 1, 1994 shall receive the following vacation benefits:

## Beginning with:

per year)	Date of Hire:	3.08 hours per pay period	—(80.08 hours <del>10 days</del>
per year)	6th year	4.62 hours per pay period	—(120.12 hours <del>15 days</del>
per year)	12th year	5.23 hours per pay period	—(135.98 hours <del>17 days</del>
per year)	15th year/above	6.16 hours per pay period	—(160.16 hours <del>20 days</del>

**8.3**

Employees promoting into an Executive Management position will follow the vacation schedule referenced in articles 8.1 or ~~8.2~~, ~~or 8.3~~, depending upon their initial employment date with the City of Lodi.

**8.4**

**The maximum amount of unused vacation hours that an employee may accrue, at any give time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.**

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**Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager.**

~~Vacation may not be carried over to the subsequent year in excess of the amount earned in a calendar year unless authorized by the City Manager.~~

8.5

Vacation leave may be varied for Council appointees.

**ARTICLE IX – ADMINISTRATIVE LEAVE****9.1**

Beginning calendar year 1998, Administrative Leave will be given on a calendar year basis. To implement this change, employees will be credited with 40 hours of Administrative Leave in January of 1998 (coupled with the 80 hours received in July of 1997), for a total of 120 hours to be used by December 31, 1998.

—From 1999 forward, employees will be credited with 80 hours Administrative Leave in January of each year. Administrative Leave balances must be used ~~prior to December 30<sup>th</sup> of each year~~ no later than the pay period in which December 31<sup>st</sup> falls.

**9.2**

—New Executive Management employees or employees becoming eligible due to a promotion to Executive Management receive Administrative Leave on a prorated basis, with ~~eight~~ 6.67 hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.

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**9.3**

—Executive Management eEmployees separating mid-year will receive a cash payout for unused Administrative —Leave with respect to that calendar year only on a prorated basis in accordance with 9.2.

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**9.4**

Cash out of up to 40 hours of Administrative Leave will be restored to Executive Management employees effective January 1, 2013. Executive Management eEmployees may request that up to 40 hours of Administrative Leave be taken as cash payment during the calendar year 2013, and each calendar year thereafter, except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Department.



# ARTICLE X – HOLIDAY LEAVE

10.1

Executive Management shall receive ~~four~~36 floating holidays hours and the following ~~eight~~nine and one-half fixed holidays:

- New Year's Day January 1
- Martin Luther King Day 3<sup>rd</sup> Monday in February
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (4 hours) December 24
- Christmas Day December 25

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10.2

Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.

10.3

Holiday hours may not be carried into the following calendar year.

10.4

If hired or separated at any time other than the beginning of a calendar year, employee shall be credited or debited with fixed holidays remaining in the year.

The 36 floating hours ~~four (4) floating holidays~~ will be prorated as follows:

<u>Hired or Separated</u>	<u>Days-Hours Credited</u>	<u>Days-Hours Debited</u>
Jan-March	364	273
April-June	273	182
July-Sept	182	94
Oct-Dec	94	0

## ARTICLE XI – SICK LEAVE

### 11.1

Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. ~~Total sick leave accrued is 12 days per year.~~

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### 11.2

~~Employees promoting into an Executive Management position will accrue sick leave at the rate indicated in section 11.1, providing their initial employment with the City of Lodi was prior to January 1, 1996.~~

### 11.3

~~Employees hired after January 1, 1996 will accrue sick leave at the rate of 3.08 hours per pay period with no limit on the amount that can be accumulated. Total sick leave accrued will be 10 days per year.~~

**ARTICLE XII – SICK LEAVE CONVERSION****12.1**

Executive Management hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

**OPTION #1 - "Bank"**

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid by the City for the employee and, if applicable, his/her dependents. Fifty percent (50%) of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops. In the event the retiree dies, the remaining bank will be reduced by 50% and the survivor may use the bank until the balance is gone.

Employees may elect to defer using this sick leave conversion option for a period of up to five years following retirement.

**OPTION #2 - "Conversion"**

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. In the event any differences are created by an increase in premiums the difference must be paid for by the employee. The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

**OPTION #3 - "Cash-Out"**

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour. No further medical benefits will be available through the City of Lodi.

## 12.2

Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3.

## 12.3

In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in section 12.1.

## 12.4

A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.

## 12.5

Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.

## 12.6

Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.

## 12.7

The City has modified its contract with PERS to add credit for unused sick leave per Government Code Section 20868.8. This benefit is available to all employees regardless of date hired; however, it is the only sick leave conversion benefit available to employees hired after the effective date of July 1, 1994. It is agreed that eight hours equals one day for purposes of determine days creditable. If an employee opts to solely utilize the provisions of another option, other than 12.7, the City will report to PERS that they have zero hours of unused sick leave. If an eligible employee opts to utilize this option in conjunction with other sick leave conversion options (see article 12.8), the City will report to PERS a pro rata portion of the unused sick leave.

Example: Sally has 1000 hours of sick leave when she retires after 10 years of city service. She opts to cash out 200 hours and requests that the remaining 800 hours be used for PERS credit. The City will report 800 hours of unused sick leave to PERS.

## 12.8

An employee may opt to combine more than one sick leave conversion option as long as the total time utilized does not exceed the employee's total accumulated sick leave balance.

Example: Joe has 1000 hours of sick leave when he retires after 10 years of city service. He opts to cash out 500 hours and requests that 500 hours be converted into medical premiums.

**ARTICLE XIII – EXECUTIVE PHYSICAL EXAMINATION****13.1**

Effective as of May 16, 2012, Executive Management employees will no longer be reimbursed for the costs not covered by medical insurance for ~~may elect to receive a complete~~ an annual executive physical examination. ~~as deemed necessary by the employee's physician.~~

**13.2**

~~Employees shall be reimbursed for costs not covered by the medical insurance for procedures pursuant to 13.1. Employees must submit all related receipts, attached to a claim voucher, to the Finance Department for reimbursement.~~

**ARTICLE XIV – MEDICAL INSURANCE****14.1**

Executive Management employees are ~~provided with fully paid family medical and pharmaceutical insurance. Should an employee decide to elect single medical coverage, the City of Lodi will deposit \$25.00 per pay period into the employees deferred compensation account. If no coverage is elected \$71.15 per pay period will be deposited into the employees deferred compensation account.~~ offered medical insurance for themselves and dependents through Cal-PERS-Medical Plans. City shall pay 100% of the premium for employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in the City of Lodi's geographic area (excluding PORAC) as of January 1, 2012.

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The City will waive the current employee medical premium contribution (currently \$80 and \$104 for employee+1 and family coverage, respectively).

If employee selects a higher cost medical plan, employee will pay the difference as a payroll deduction. If employee elects not to be covered by medical insurance through the City, an additional \$692.81 per month for Family or \$532.92 for Employee+1 or \$305.22 for a Single employee, will be added to either the employee's deferred compensation account or paid in cash. In order to qualify for this 'cash-out' provision, proof of group insurance coverage must be provided to the City.

Executive Management Employees will pay 100% of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest costs PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44).

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**14.2**

Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

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**14.3**

The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance.

**ARTICLE XV – DENTAL INSURANCE**

**15.1**

Executive Management employees are provided fully paid family dental insurance.

**15.2**

Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.



## ARTICLE XVI – VISION INSURANCE

### 16.1

Executive Management employees are provided with a family vision care insurance through Vision Service Plan (VSP). ~~plan with a \$25 deductible.~~ Services and amount of coverage are outlined in the VSP Summary of Benefits on file with Human Resources.

## ARTICLE XVII – LIFE INSURANCE

## 17.1

Executive Management employees are provided with *term life and accidental death/dismemberment* insurance. In general, the benefits are as follows:

<u>Executive Management Classification</u>	<u>Benefit</u>
--	----------------

Council Appointees (City Manager, City Attorney, and City Clerk)	1-1/2 times annual salary rounded to the next highest \$1,000, plus \$12,000.
--	---

Police and Fire Chiefs	Executive Management employees	1-1/2- times annual salary rounded to next
-other than Council Appointees	_____	highest \$1,000 plus \$2,000.

All other Executive Management	_____	1-1/2 times annual salary rounded to the next highest \$1,000, plus \$12,000.
--------------------------------	-------	---

-Maximum life \_\_\_\_\_ insurance benefit for Executive Management employees -is \$150,000.

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## 17.2

Life Insurance includes dependent coverage as follows:

Spouse dependent	\$1,500
Unmarried child dependent (age 6 months to 21 years)	\$1,500
Unmarried student dependent (age 21-22)	\$1,500
Dependent handicapped child	\$1,500
Child dependent (under 6 months)	\$ 150

## 17.3

Executive Management employees are provided with \$100,000 of *accident insurance* while traveling on City business outside the City limits. Spouses are only covered while accompanying the City employee on City business, or while conducting business on behalf of the City.

## 17.4

Executive Management employees are also provided with a \$25,000 *accidental death* policy, in the event of death resulting from a line-of-duty injury.

**ARTICLE XVIII – LONG TERM DISABILITY****18.1**

A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66 2/3% of the employee's basic monthly earnings, in the event of disability. This program commences 60 days from the date of disability. For program requirements and benefits, refer to the City's policy on long term disability on file with Human Resources. ▸

**18.2**

~~Employees qualifying for coverage shall receive long-term disability benefits commencing on the 61st calendar day following the last day worked. Medical insurance coverage will remain in effect until the last day of the month in which the employee was placed in a leave without pay status. The City will continue the employees medical, dental and vision coverage for 90 days thereafter and life insurance for 1 year. Other benefits and obligations must be met by the employee. Long-term disability benefits are coordinated with other benefits received during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.~~

**18.23**

~~The Police Chief and Fire Chief are also covered under the provisions of the California Labor Code, Section 4850, if the disability is job-related. The maximum length of long term disability coverage is three (3) years from the date of disability.~~

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18.4

~~Employees must submit a physician's certificate prior to returning to normal work duties.~~

**ARTICLE XIX – LEAVES, ~~AND LEAVES OF ABSENCE AND FAMILY MEDICAL~~  
LEAVE**

## 19.1

Executive Management employees shall receive all leaves and leaves of absence in accordance with Federal and State mandates and City policy, as set forth in City's Administrative Policy and Procedure Manual, Section L ("Leave of Absence").  
~~ies.~~

## 19.2

## Family Medical Leave

Family Medical Leave for —shall be in accordance with City policy, as set forth in City's Administrative Policy and Procedure Manual, Section F ("Family Medical Leave").

- a) ~~Family Medical Leave is available to employees upon reasonable request unless such request qualifies as an exception to eligibility for family medical leave, or that granting the leave would cause undue hardship.~~
- b) ~~Family Medical Leave is leave of absence up to a total of four (4) months from the date leave commenced within a 12-month period for the following reasons:~~
- ~~1) Birth of a child of the employee and in order to care for such child or the placement of a child with an employee in connection with the adoption or foster card of child by an employee (such leave must be taken within the 12-month period following the child's birth or placement with employee); or~~
  - ~~2) To care for a child, parent or spouse of the employee who has a serious health condition; or~~
  - ~~3) Because of a serious health condition that makes the employee unable to perform the functions of his/her position.~~
- e) ~~The terms and conditions for leaves of absence without pay pertaining to the medical benefits are applicable to Family Medical Leave in accordance with the City of Lodi Administrative Policy and Procedure.~~

**ARTICLE XX – TUITION REIMBURSEMENT****20.1**

Executive Management employees shall ~~receive up to \$300 per fiscal year for tuition reimbursement, or the equivalent cost of tuition and books for two courses per semester or quarter at a State university beyond the level of an Associate of Arts degree, to be paid upon the satisfactory completion of job-related course work. This section will be applied toward tuition at an accredited College or University.~~ be eligible for tuition reimbursement as set forth in the City's Administrative Policy and Procedure Manual, Section T ("Tuition Reimbursement").

**ARTICLE XXI – PROFESSIONAL LIABILITY****21.1**

As provided in Government Code Section 840 and the following, Executive Management employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
  - 1. The act or omissions was not within the scope of their employment; or
  - 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
  - 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
  - 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
  - 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
  - 3. Payment of the claim of judgment would be in the best interests of the City.

**ARTICLE XXII - CATASTROPHICE BANKLEAVE****22.1**

Executive Management employees shall be eligible for Catastrophic Leave as set forth in the City's Administrative Policy and Procedure Manual, Section C ("Catastrophic Leave"). ~~This bank is available for all Executive Managers, who by reason of illness or non-industrial injury exhaust all employee benefits. To be eligible to receive this benefit the employee must have first exhausted all accrued leave time. This bank is funded by voluntary transfers of the dollar value of accumulated leave balances to another manager or mid-manager. All such transfers shall require approval of the City Manager or his/her designee.~~

~~"Catastrophe" is defined as being a medically certified condition in which the employee is incapacitated and unable to work due to a prolonged illness or non-industrial injury which is estimated to last for at least thirty calendar days.~~

~~The time placed in the bank shall be converted into dollar value and shall be drawn at the requesting employee's pay step.~~

~~All donated hours must be used on a continuous and uninterrupted basis until the earliest of the following events occurs:~~

- ~~1. The employee returns to work.~~
- ~~2. The employee's employment terminates.~~

~~All donations must be a minimum of four hours.~~

~~Hours to be donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipients usable accrual balances. Once credited, the donation becomes irrevocable.~~

~~Executive Management employees may only receive donations from Executive Management employees. Any exception to this paragraph must be approved by the City Manager or designee.~~

~~The Catastrophe Bank will be administered in accordance with the Catastrophe Leave Policy and Procedure, attached (Attachment A)~~



**ARTICLE XXIII - JURY DUTY AND WITNESS SUBPOENAS**

**23.1**

Jury duty ~~for~~ and witness subpoenas ~~inquest juries and trial juries~~ shall be administered in accordance with the City's Rules for Personnel Administration ~~Administrative Policy and Procedure Manual~~, Section 14.09 ("Jury Duty/Witness Subpoena"). ~~J. Grand jury service is not covered by jury duty leave.~~

## Appendix B

### ***MID-MANAGEMENT***

ACCOUNTANT  
| ASSISTANT ENGINEER  
ASSISTANT PLANNER  
ASSOCIATE CIVIL ENGINEER  
ASSOCIATE PLANNER  
BUILDING OFFICIAL  
| CHIEF WATER PLANT OPERATOR  
CITY PLANNER/PLANNING MANAGER  
COMMUNITY CENTER MANAGER  
COMPLIANCE ENGINEER  
CONSTRUCTION PROJECT MANAGER  
DEPUTY PUBLIC WORKS DIRECTOR – CITY ENGINEER  
DEPUTY PUBLIC WORKS DIRECTOR – UTILITIES  
ELECTRIC OPERATIONS SUPERINTENDENT  
ELECTRIC UTILITY RATE ANALYST  
INFORMATION SYSTEMS MANAGER  
LAB/ENVIRONMENTAL COMPLIANCE SUPERINTENDENT  
LIBRARIAN I/II  
LIBRARY SERVICES MANAGER  
MANAGEMENT ANALYST  
MANAGER, CUSTOMER SERVICE & PROGRAMS  
NEIGHBORHOOD SERVICES MANAGER  
NETWORK ADMINISTRATOR  
PARK SUPERINTENDENT  
RATES & RESOURCES MANAGER  
RECREATION MANAGER  
RECREATION SUPERINTENDENT  
SENIOR CIVIL ENGINEER  
SR. POWER ENGINEER  
SR. PROGRAMMER/ ANALYST  
SUPERVISING ACCOUNTANT  
TRANSPORTATION MANAGER/ SR. TRAFFIC ENGINEER  
| WASTEWATER PLANT SUPERINTENDENT  
WATER/WASTEWATER SUPERINTENDENT

## **Appendix C**

### **Medical Insurance – Confidential Non-Exempt**

Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the following amounts: \$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family.

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2012 - December 31, 2013

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Attachment A – Salary Schedule effective 03/21/12

2012-2013

## **Chapter 1 - Salaries and Other Compensation**

### **ARTICLE I – SALARY**

- 1.1 Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 –December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 –December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit member's salary in equal amounts during the particular term.

- 1.2 Fixed furlough days will be in accordance with Exhibit D – Furlough Calendar.

For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

- 1.3 If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

### **ARTICLE II – HOURS**

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight (8) hours per day and forty (40) hours per week. Alternate work hours may be nine (9) hours a day in the 9/80 schedule for eighty (80) hours in a two week period, or ten (10) hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- a. Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- b. Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.

2012-2013

- c. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.
- 2.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

**ARTICLE III – COMPENSATORY TIME**

- 3.1 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.
- 3.2 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.3 No more than one hundred forty-four (144) hours of compensatory time may be carried on the books at any time.
- 3.4 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.5 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

**ARTICLE IV – OVERTIME**

- 4.1 Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes:
- a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.
  - b. Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.



2012-2013

**4.3 REST PERIOD**

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

4.4 Compensation paid to employees called out in emergency situations, outside their regular work hours, shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs, during that day, shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period.

4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- a. On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.
- b. On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

4.6 Those employees (Animal Services Supervisor) serving on an on-call basis shall be compensated \$25.00 per week.

**ARTICLE V – MEALS**

5.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

5.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break

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shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he/she shall observe the lunch arrangement which prevails on his/her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one (1) meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

#### **ARTICLE VII – TOOLS AND UNIFORM ALLOWANCE**

- 7.1 The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowance of \$150 (except to Senior Storekeeper):

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Animal Services Officer
- Community Improvement Officer
- Field Services Representative
- Field Services Supervisor
- Meter Reader
- Parking Enforcement Assistant
- Police Records Clerk
- Police Records Clerk Supervisor
- Senior Storekeeper
- Supervising Code/Community Improvement Officer

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

- 7.2 The City and AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

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**ARTICLE VIII – SAFETY/SAFETY BOOT PROVISIONS**

- 8.1 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December falls for the following classifications:

Building Inspector I/II  
Community Improvement Officer I/II  
Engineering Technician I/II  
Jr. Engineer  
Public Works Inspector I/II  
Sr. Engineering Technician (1) (who do inspection/survey work)  
Sr. Storekeeper  
Supervising Code/Community Improvement Officer

- 8.2 Safety boots are defined as leather work boots with a minimum of 4" ankle support. Employees have the option of purchasing these boots with or without steel toes.

- 8.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.

**ARTICLE IX – EDUCATION INCENTIVES**

Employees in sub-professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training  
Land Surveyor in Training  
Land Surveyor

The incentive in this subsection is limited to employees hired prior to the execution of this MOU.

**ARTICLE X – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

**ARTICLE XI – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

**ARTICLE XII – COURT APPEARANCES**

- 12.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 12.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 12.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 12.4 If an employee has had jury duty of six (6) hours or more during a sixteen (16) hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six (6) consecutive hours.
- 12.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy-two (72) hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE XIII – MILEAGE COMPENSATION**

Employees using their personal automobile for City business, with their Department Head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

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## Chapter 2 - Leaves

### ARTICLE XIV – CATASTROPHIC LEAVE

- 14.1 Catastrophic Leave will be provided as stated in the City's current policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 14.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.

### ARTICLE XV – BEREAVEMENT LEAVE

- 15.1 Employees shall be granted three (3) days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee's:

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 15.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

### ARTICLE XVI – HOLIDAYS

- 16.1 Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

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In addition, each employee shall be granted an additional thirty-six (36) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the Department Head. Holiday leave cannot be carried over into the following calendar year.

- 16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.
- 16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.
- 16.4 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XVII – LEAVE OF ABSENCE**

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU.

#### **ARTICLE XVIII – SICK LEAVE**

- 18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.
- 18.2 Sick leave may be accumulated up to an unlimited amount.
- 18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding use of family sick leave for a family members illnesses.

#### **ARTICLE XIX – VACATION LEAVE**

- 19.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period
6 <sup>th</sup> year	4.62 hours per pay period
12 <sup>th</sup> year	5.24 hours per pay period
15 <sup>th</sup> year	6.16 hours per pay period
21 <sup>st</sup> year	6.47 hours per pay period
22 <sup>nd</sup> year	6.78 hours per pay period
23 <sup>rd</sup> year	7.09 hours per pay period
24 <sup>th</sup> year	7.40 hours per pay period
25 <sup>th</sup> year & over	7.71 hours per pay period

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- 19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.
- 19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.
- 19.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

## **Chapter 3 – Insurance and Retirement**

### **ARTICLE XX – MEDICAL INSURANCE**

- 20.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2012.

The City will waive the current employee medical contribution effective the first pay period that begins two (2) weeks after this agreement is approved by Council.

If employee selects a higher cost plan, employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

- 20.2 Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from Cal PERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).



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- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

- 20.3 Employees shall be eligible for medical insurance the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 20.4 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

#### **ARTICLE XXI – DENTAL INSURANCE**

- 21.1 Employees are provided fully paid family dental insurance.
- 21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

#### **ARTICLE XXII – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

#### **ARTICLE XXIII – CHIROPRACTIC**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

#### **ARTICLE XXIV – LIFE INSURANCE**

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23<sup>rd</sup> birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

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**ARTICLE XXV – LONG TERM DISABILITY**

25.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability. Please refer to the City's Policy on Long Term Disability.

25.2 The maximum length of coverage is three (3) years from date of disability.

**ARTICLE XVI – WORKERS' COMPENSATION**

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

**ARTICLE XXVII – FLEXIBLE SPENDING ACCOUNT**

27.1 The City will maintain a "flexible spending account" to conform to IRS regulations to be used for premium contributions, dependent care and/or unreimbursable medical payments for unit members.

27.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria Plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

**ARTICLE XXVIII – DEFERRED COMPENSATION**

The City shall match contributions by General Service employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary beginning in the pay period that July 1, 2012 falls.

**ARTICLE XXIX – PERS**

29.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

- a. PERS "2% at 55" full formula retirement benefits plus the following additional options:

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- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
  - c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
  - d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
  - e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
  - f. Military Service Credit as Public Service (Section 21024).
  - g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
  - h. 50% survivor continuation in the event of death after retirement.
- 29.2 Employees shall pay the employee portion of Retirement Benefits as follows:  
 January 1, 2012 through December 31, 2012 – 1%  
 January 1, 2013 through December 30, 2013 – 3.3%  
 December 31, 2013 and thereafter – 7.0 %
- 29.3 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.

### **ARTICLE XXX – SICK LEAVE CONVERSION**

- 30.1 For all unused sick leave, a represented employee with ten (10) years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

#### **Option #1 – Conversion**

After ten (10) years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten (10) years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

#### **EXAMPLE**

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

**Option #2 – Bank**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE**

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times 75\% \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies, the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 – Cash Out**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 30.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 26.1.
- 30.3 Employees selecting option #1 or #2, who retire on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age 65.
- 30.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 26.1 of this Article.
- 30.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight (8) hours equals one (1) day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of Article 26 other than 26.5, the City will report to PERS they have zero (0) hours of unused sick leave.

## **Chapter 4 – Union / City Issues**

### **ARTICLE XXXI – UNION LEAVE**

31.1 Whenever any employee is absent from work as a result of a formal request by AFSCME to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

31.2 The City agrees to provide storage space to AFSCME for association materials.

### **ARTICLE XXXII – LAYOFF**

Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXIII – CHANGES IN MEMORANDUM**

The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

### **ARTICLE XXXIV – CITY RIGHTS**

It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

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**ARTICLE XXXV – EMPLOYEE REPRESENTATION**

- 35.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

- 35.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

AFSCME shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, AFSCME shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

35.3 **UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

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Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than 90 days or less than 60 days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

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Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 35.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate Department Head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 35.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 35.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXVI – GRIEVANCE PROCEDURE**

- 36.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term "PARTY" means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 36.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension, or discipline of an individual employee.



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- c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- d. Disputes which may be of a “class action” nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.

- 36.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 36.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 36.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.
- 36.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager’s decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.

- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power

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or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 36.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

- 36.8 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.

- 36.9 Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XXXVII – MUTUAL CONSENT CONTINGENCY**

This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XXXVIII – NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XXXIX – PROBATIONARY PERIOD**

- 39.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his/her new duties, assignments and responsibilities in his/her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he/she has not satisfactorily completed probation.

- 39.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XIX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than six (6) months. AFSCME shall be notified of all extensions.
- d. Probation shall be extended for the same time as any leaves of absence.

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- 39.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he/she was promoted unless he/she is discharged. The seniority and status of a rejected candidate shall continue as before.

**ARTICLE XL – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

**ARTICLE XLI - SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
- b. On duty with the National Guard.
- c. Is absent due to industrial disability.
- d. On leave of absence.
- e. Absent due to layoff for a period of less than twelve (12) consecutive months.

**ARTICLE XLII – SHOP STEWARDS**

AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his/her supervisor for the safe conduct and efficiency of the operations in which he/she is engaged.

**ARTICLE XLIII – STATUS**

Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay,

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holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he/she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve (12) month of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

- c. A temporary employee is an employee hired on a full time basis to fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XLIV – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

TERM: Covering the period from January 1, 2012 through December 31, 2013

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**ATTACHMENT A****CLASSIFICATION PLAN - GS**

Current employees as of 3/21/12

Occupation Title	Grade	Step A	Step B	Step C	Step D	Step E
Accounting Clerk I	5	2576.81	2705.65	2840.93	2982.97	3132.12
Accounting Clerk II	3	2834.48	2976.20	3125.01	3281.26	3445.33
Administrative Clerk	372	2566.79	2695.13	2829.89	2971.38	3119.95
Administrative Secretary	376	3414.27	3584.99	3764.24	3952.45	4150.07
Animal Services Supervisor	25	3331.07	3497.63	3672.51	3856.13	4048.94
Assistant Animal Services Officer	39	2896.66	3041.49	3193.57	3353.25	3520.91
Building Inspector I	74	3942.37	4129.79	4336.28	4553.10	4780.75
Building Inspector II	75	4326.45	4542.77	4769.91	5008.41	5258.83
Buyer	76	3939.96	4136.96	4343.80	4560.99	4789.04
Community Improvement Officer I	116	3745.85	3933.14	4129.80	4336.28	4553.10
Community Improvement Officer II	118	4120.43	4326.45	4542.77	4769.91	5008.41
Customer Service Representative I	354	2576.81	2705.65	2840.93	2982.97	3132.12
Customer Service Representative II	353	2834.48	2976.20	3125.01	3281.26	3445.33
Engineering Technician I	157	3970.52	4169.04	4377.49	4596.37	4826.19
Engineering Technician II	159	4367.57	4585.94	4815.24	5056.00	5308.80
Field Services Representative	36	3504.16	3679.37	3863.34	4056.51	4259.33
Field Services Supervisor	35	4033.72	4235.41	4447.18	4669.53	4903.01
Finance Technician	355	3429.72	3601.21	3781.27	3970.34	4168.85
Information Systems Coordinator	19	5355.37	5623.10	5904.22	6199.42	6509.43
Information Systems Specialist	127	3895.39	4090.17	4294.94	4509.40	4734.87
Junior Engineer	207	4804.32	5044.54	5296.76	5561.60	5839.68
Junior Planner	210	3920.74	4116.77	4322.61	4538.74	4765.68
Junior Plans Examiner/Engineer	71	4326.45	4542.77	4769.91	5008.41	5258.83
Library Assistant	228	2695.14	2829.89	2971.39	3119.96	3275.95
Network Technician	426	4671.51	4905.09	5150.34	5407.86	5678.26
Parking Enforcement Assistant	288	2918.97	3064.92	3218.17	3379.08	3548.03
Parks Project Coordinator	271	4804.32	5044.54	5296.76	5561.60	5839.68
Permit Technician	69	3242.65	3404.82	3575.06	3753.82	3941.51
Police Record Clerk I	313	2547.71	2675.09	2808.85	2949.29	3096.76
Police Records Clerk II	314	2802.49	2942.61	3089.74	3244.23	3406.44
Police Records Clerk Supervisor	316	3222.37	3383.49	3552.66	3730.29	3916.81
Program Coordinator	286	2999.32	3149.28	3306.74	3472.08	3645.69
Public Works Inspector I	320	3933.14	4129.79	4336.28	4553.10	4780.75
Public Works Inspector II	321	4326.45	4542.77	4769.91	5008.41	5258.83
Purchasing Technician	324	3282.49	3446.62	3618.95	3799.89	3989.89
Senior Administrative Clerk	375	2823.47	2964.64	3112.88	3268.52	3431.95
Senior Engineering Technician	161	4804.32	5044.54	5296.76	5561.60	5839.68
Senior Library Assistant	231	2964.64	3112.88	3268.52	3431.95	3603.54
Senior Police Administrative Clerk	315	2988.78	3138.23	3295.13	3459.88	3632.88
Senior Storekeeper	77	3426.06	3597.36	3777.23	3966.09	4164.40
Supervising Code/Comm.Improvement Officer	110	4738.48	4975.41	5224.17	5485.38	5759.65
Supervising Customer Service Representative	346	3429.72	3601.21	3781.27	3970.34	4168.85
Water Services Technician I	427	4664.39	4897.61	5142.49	5399.61	5669.59
Water Services Technician II	428	5130.82	5387.36	5656.73	5939.57	6236.55

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**A.F.S.C.M.E. COUNCIL 57**  
**LOCAL 146-AFL-CIO**

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date:\_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date:\_\_\_\_\_

\_\_\_\_\_  
Terri Lovell  
Secretary  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dan Tarnasky  
MO Representative.  
Date:\_\_\_\_\_

\_\_\_\_\_  
Brian Longpre  
MO Representative.  
Date:\_\_\_\_\_

**CITY OF LODI**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dean Gualco  
Human Resources Manager  
Date:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Randi Johl  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer

2012-2013

\_\_\_\_\_  
Kari Chadwick  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Chris Boyer  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Sandy Smith  
Treasurer  
Date:\_\_\_\_\_



MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57  
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

January 1, 2012 - December 31, 2013

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Exhibit A – Salary Schedule effective 03/21/2012

Exhibit B – Salary Schedule Specific Positions effective 03/21/2012

Exhibit C – Incentive Pay Schedule

Exhibit D – Incentive Pay for Equipment Maintenance Employees

Exhibit E – Certification Pay

## **Chapter 1 – Salaries and Other Compensation**

### **ARTICLE I – SALARY**

- 1.1 Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 –December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 –December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.

- 1.2 For comparison purposes, the recognized survey cites are as follows:

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

- 1.3 If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.

### **ARTICLE II – HOURS**

- 2.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.
- Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
  - Employees assigned to work "Relief Operator" duties shall receive compensation at a rate of 10% above their current base pay. The "Relief Operator" is one who works a normal day shift but is on call to assume a

shift operators shift(s) for the duration of a vacancy, then return to regular hours.

- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

2.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours shall be a meet and confer item.

### **ARTICLE III – COMPENSATORY TIME**

- 3.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 3.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 3.4 No more than (144) hours of compensatory time may be carried on the books at any time.
- 3.5 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 3.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

### **ARTICLE IV – OVERTIME**

- 4.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes:
  - a. Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Sections 6.1 and 6.2; and
  - b. Time worked on a non-work day.

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 4.2 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 4.3 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 4.4 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone calls lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 4.5 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:
- a. On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
  - b. On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

#### **ARTICLE V - MEALS**

- 5.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

- 5.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.
- 5.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with other provisions of this MOU.
- 5.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

#### **ARTICLE VI – TEMPORARY UPGRADE**

Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded.

#### **ARTICLE VII – SHIFT DIFFERENTIAL**

An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators for all hours worked during swing shifts. Swing shifts are those daily work periods regularly scheduled to begin from 2pm to 12am. Shift assignments shall be made by the City at its sole discretion consistent with this MOU.

#### **ARTICLE VIII – STANDBY DUTY**

Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.

#### **ARTICLE IX – TOOLS AND UNIFORM ALLOWANCE**

Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.  
Facilities Maintenance Worker  
Facilities Supervisor  
Fleet Services Supervisor

Parts Clerk  
Plant & Equipment Mechanic  
Street Maintenance Worker III  
Street Supervisor

Heavy Equipment Mechanic  
Maintenance Worker I & II  
Park Maintenance Worker I & II  
Park Maintenance Worker III  
Park Supervisor  
Chief Wastewater Plant Operator

Sr. Facilities Maintenance Worker  
W/WW Maintenance Worker III  
W/WW Supervisor  
W/WW Plant Operator I/II/III  
Welder-Mechanic

Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator  
Wastewater Plant Operator I, II, III  
Sr. Plant and Equipment Mechanic

Plant and Equipment Mechanic  
Environmental Compliance Inspector  
Maintenance Workers I and II  
assigned to White Slough

Smocks as needed, but no more than 3, are provided to Laboratory Technician I/II

#### **ARTICLE X – SAFETY/SAFETY BOOT PROVISIONS**

- 10.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.
- 10.2 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December, for all classifications in this unit except Laboratory Technician I/II
- 10.3 Safety boots are defined as leather work boots with a minimum of 4" ankle support. Employees have the option of purchasing these boots with or without steel toes.
- 10.4 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

#### **ARTICLE XI - CLASS A LICENSE**

Those employees required to have a Class "A" commercial driver's license as part of their employment will be given \$600 per year, to be paid in October of each year.

#### **ARTICLE XII – EDUCATION INCENTIVES**

- 12.1 The City shall make available incentive pay as shown in Exhibit B & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 12.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.



- 12.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive \$40.00 per month.
- 12.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit C.
- 12.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:
- a. Only courses listed in Exhibit C will qualify towards this incentive.
  - b. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
  - c. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
  - d. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to the execution of this MOU (March 21, 2012).

#### **ARTICLE XIII – BILINGUAL PAY**

Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

#### **ARTICLE XIV – TUITION REIMBURSEMENT**

Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU.

#### **ARTICLE XV – COURT APPEARANCES**

- 15.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.
- 15.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

- 15.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.
- 15.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

**ARTICLE XVI – MILEAGE COMPENSATION**

Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance changes shall be effective the first day of the month following the determination of an increase by the IRS.

## **Chapter 2 - Leaves**

### **ARTICLE XVII – CATASTROPHIC LEAVE**

- 17.1 Catastrophic Leave will be provided as stated in the City's current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.
- 17.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

### **ARTICLE XVIII – BEREAVEMENT LEAVE**

- 18.1 Regular employees shall be granted 3 days of bereavement leave per incident to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to an employee's:

spouse	parent	grandparent
grandparent-in-law	parent-in-law	child
grandchild	son-in-law	daughter-in-law
stepchild	foster parents	brother
half-brother	half-sister	sister

or a more distant relative who was a member of the employee's immediate household at the time of death.

- 18.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

### **ARTICLE XIX – HOLIDAYS**

- 19.1 Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted thirty-six (36) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

19.2 Holiday time may be taken in quarter hour increments.

#### **ARTICLE XX – LEAVES OF ABSENCE**

Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU

#### **ARTICLE XXI – SICK LEAVE**

21.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period.

21.2 Sick leave may be accumulated up to an unlimited amount.

21.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding use of sick leave for family member's illnesses.

#### **ARTICLE XXII – VACATION LEAVE**

22.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period
6th year:	4.62 hrs per pay period
12th year:	5.24 hrs per pay period
15th year:	6.16 hrs per pay period
21st year:	6.47 hrs per pay period
22nd year:	6.78 hrs per pay period
23rd year:	7.09 hrs per pay period
24th year:	7.40 hrs per pay period
25th year & over:	7.71 hrs per pay period

22.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest City seniority. The senior employee shall receive first choice in any scheduling period.

- 22.3 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the maximum may be authorized by the City Manager. For all other issues regarding Vacation Leave refer to the City's Policy on Vacation Leave.

- 22.4 For all persons hired after September 1, 1995 the maximum vacation accrual rate will be 6.16 hours per pay period.

## **Chapter 3 - Insurance and Retirement**

### **ARTICLE XXIII – MEDICAL INSURANCE**

23.1 All employees are offered medical insurance for themselves and dependents through CalPERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding PORAC) as of January 1, 2012.

23.2 The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

23.3 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,000.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from CalPERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

- 23.4 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.
- 23.5 The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

**ARTICLE XXIV – DENTAL INSURANCE**

- 24.1 Employees are provided fully paid family dental insurance.
- 24.2 Maximum benefits are \$1000 for each family member enrolled in the dental plan per calendar year. There is a \$25 deductible plus co-insurance features.

**ARTICLE XXV – VISION INSURANCE**

The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

**ARTICLE XXVI – CHIROPRACTIC INSURANCE**

The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

**ARTICLE XXVII – LIFE INSURANCE**

The City agrees to provide a life insurance program providing an additional \$10,000 term life insurance for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21 or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

**ARTICLE XXVIII – LONG TERM DISABILITY**

- 28.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.
- 28.2 The maximum length of coverage is three years from date of disability.

**ARTICLE XXIX – WORKER’S COMPENSATION**

The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker’s Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers’ Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers’ Compensation shall also receive compensation from the City in such an amount that when added to the Workers’ Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee’s sick leave account. The employee’s regular deductions shall be made from the amount paid by the City.

**ARTICLE XXX – FLEXIBLE SPENDING ACCOUNT**

30.1 The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

30.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City’s presentation of a Cafeteria plan.

The City’s proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

**ARTICLE XXXI – DEFERRED COMPENSATION PLAN**

31.1 The City and AFSCME agree to the implementation of the following program effective July 1, 1977.

31.2 The City shall match contributions by an employee to a deferred compensation program up to a maximum 3.0% of the employee’s gross salary beginning in the pay period that July 1, 2012 falls.

**ARTICLE XXXII – PERS**

32.1 The City agrees to provide the following PERS retirement program and to pay the employers cost:

- a. PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b. The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)



- c. Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- d. Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e. Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f. Military Service Credit as Public Service (Section 21024).
- g. Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h. 50% survivor continuation in the event of death after retirement.

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012 – 1%

January 1, 2013 through December 30, 2013 – 3.3%

December 31, 2013 and thereafter – 7.0 %

- 32.2 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.

#### **ARTICLE XXXIII – SICK LEAVE CONVERSION**

- 33.1 For all unused sick leave balance, a represented employee with ten years of employment with the City will receive medical coverage upon retirement (but not upon resignation or termination) using one of the following options:

##### **Option #1 – CONVERSION**

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

##### **EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

**Option #2 – BANK**

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

**EXAMPLE:**

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

**Option #3 – CASH OUT**

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 33.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 30.1.
- 33.3 Employees selecting option #1 or #2, who retire on a service retirement, shall have the option of purchasing, at the employee's cost, additional medical insurance sufficient to reach age 65.
- 33.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City liability as specified in Section 30.1 of this Article.
- 33.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equal one day for purposes of determining day creditable. If an employee opts to utilize the provisions of any section of Article 30 other than 30.5, the City will report to PERS they have zero hours of unused sick leave.

## **Chapter 4. Union/City Issues**

### **ARTICLE XXXIV – UNION LEAVE**

34.1 Whenever any employee is absent from work as a result of a formal request by the AFSCME to send an employee to school to be involved in union business, the City shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.

34.2 The City agrees to provide storage space to AFSCME for union materials.

### **ARTICLE XXXV – DEMOTION AND LAYOFF**

35.1 The classification of Maintenance Worker in the Parks, Recreation and Cultural Services or Public Works Department will be "Y" rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.

35.2 Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

### **ARTICLE XXXVI – CHANGES IN MEMORANDUM**

The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

### **ARTICLE XXXVII – CITY RIGHTS**

It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
- Determine the procedure and standards of selection for employment; to direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.

- Exercise complete control and discretion in the technology of performing its work.
- City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

#### **ARTICLE XXXVIII – EMPLOYEE REPRESENTATION**

38.1 This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A.

38.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51.

#### **38.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF**

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into

membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than 90 days or less than 60 days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:
  - Union Membership Dues
  - Agency Shop Fees
  - AFSCME Voluntary Political Action Check Off (PEOPLE)

- Fair Share donations to the United Way Campaign
  - Fair Share donations are limited to employees with religious objections.
- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

- 38.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.
- 38.5 No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 38.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

#### **ARTICLE XXXIX – GRIEVANCE PROCEDURE**

- 39.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarification executed by AFSCME and the City.
- The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term "party" means an employee, AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

- 39.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
  - b. Discharge, demotion, suspension or discipline of an individual employee.
  - c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
  - d. Disputes which may be of a "class action" nature filed on behalf of AFSCME or the City. Class action grievances shall be in writing from AFSCME to the City Manager or vice versa.
- 39.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.
- 39.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.
- 39.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.
- 39.6 STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.
- Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and AFSCME shall alternately strike names until one (1) name remains; this person shall be the

arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.



The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

- 39.7 Failure by either party to meet any of the aforementioned time limits as set forth in Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- 39.8 Employees may have documents (other than performance reports) relating to absenteeism and disciplinary actions removed from their personnel files if the incident prompting the action took place twenty-four (24) months or more previous and no incident of a similar nature has occurred in the interim.
- 39.9 An employee may represent himself/herself at any step of the Grievance Procedure up to Step 3.
- 39.10 Only AFSCME may appeal a grievance to arbitration.

#### **ARTICLE XL – MUTUAL CONSENT CONTINGENCY**

This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

#### **ARTICLE XLI – NO STRIKES**

The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

#### **ARTICLE XLII – PROBATIONARY PERIOD**

- 42.1 All appointments to positions in the classified service shall be subject to a probationary period of 12 continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does

not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

42.2 During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:

- a. Vacation Leave – See Article XX for vacation schedule.
- b. The use of the Grievance Procedure to grieve termination.
- c. The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

42.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position which he or she was promoted. The seniority and status of a rejected candidate shall continue as before.

#### **ARTICLE XLIII – PROMOTION**

The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

#### **ARTICLE XLIV – SENIORITY**

Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a. inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b. on duty with the National Guard,
- c. is absent due to industrial injury,
- d. on leave of absence, or
- e. absent due to layoff for a period of less than twelve (12) consecutive months.

#### **ARTICLE XLV – SHOP STEWARDS**

The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

**ARTICLE XLVI – STATUS**

Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a. A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).
- b. A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.
- c. A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

**ARTICLE XLVII – TERM**

The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January 1, 2012 to December 31, 2013.

**EXHIBIT A – Effective 03/21/12**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Chief Wastewater Plant Operator	358	5009.46	5259.93	5522.93	5799.07	6089.03
Environmental Compliance Inspector	425	4148.20	4355.61	4573.39	4802.06	5042.16
Equipment Service Worker	166	3039.45	3191.42	3350.99	3518.54	3694.47
Facilities Supervisor	78	4226.16	4437.47	4659.34	4892.31	5136.92
Fleet Services Supervisor	265	4614.03	4844.73	5086.97	5341.32	5608.38
Heavy Equipment Mechanic	264	3647.72	3830.11	4021.61	4222.69	4433.83
Laboratory Technician I	212	3304.12	3469.33	3642.80	3824.94	4016.18
Laboratory Technician II	213	3634.25	3815.96	4006.76	4207.10	4417.45
Lead Equipment Mechanic	266	4012.49	4213.12	4423.77	4644.96	4877.21
Maintenance Worker I	252	2893.11	3037.84	3189.68	3349.15	3516.76
Maintenance Worker II	255	3181.89	3340.99	3508.04	3683.44	3867.61
Park Maintenance Worker I	273	2755.52	2893.30	3037.96	3189.86	3349.35
Park Maintenance Worker II	276	3030.79	3182.32	3341.44	3508.51	3683.94
Park Maintenance Worker III	279	3333.96	3502.47	3675.69	3859.48	4052.45
Park Supervisor	270	4226.16	4437.47	4659.34	4892.31	5136.92
Parts Clerk	135	2895.08	3039.83	3191.82	3351.42	3518.99
Plant & Equipment Mechanic	430	3771.02	3959.50	4157.37	4365.17	4583.44
Senior Facilities Maintenance Worker	73	3674.67	3858.40	4051.32	4253.89	4466.59
Senior Plant & Equipment Mechanic	434	4148.26	4355.69	4573.47	4802.14	5042.24
Stage Technician	113	3674.67	3858.40	4051.32	4253.89	4466.59
Street Maintenance Worker III	258	3500.47	3675.49	3859.26	4052.23	4254.84
Street Supervisor	381	4436.94	4658.79	4891.73	5136.31	5393.13
Traffic/Sign Making Worker	277	3030.79	3182.32	3341.44	3508.51	3683.94
Wastewater Plant Operator I	361	3598.54	3778.47	3967.39	4165.76	4374.05
Wastewater Plant Operator II	360	3958.50	4156.43	4364.25	4582.46	4811.58
Wastewater Plant Operator III	362	4354.36	4572.07	4800.67	5040.71	5292.74
Water/Wastewater Maintenance Worker III	431	3500.47	3675.48	3859.27	4052.23	4254.84
Water/Wastewater Supervisor	429	4770.83	5009.52	5259.78	5522.93	5799.13
Welder - Mechanic	171	3647.63	3830.15	4021.68	4222.75	4433.87

**EXHIBIT B – Specific Positions Effective 03/21/12**

<b>Occupation Title</b>	<b>OCC</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Environmental Compliance Inspector		4181.11	4390.16	4609.67	4840.15	5082.16
Equipment Service Worker		3080.58	3234.61	3396.34	3566.16	3744.47
Heavy Equipment Mechanic		3812.26	4002.88	4203.02	4413.17	4633.83
Lead Equipment Mechanic		4177.03	4385.88	4605.18	4835.44	5077.21
Plant & Equipment Mechanic		4094.41	4299.13	4514.09	4739.79	4976.78
Street Maintenance Worker I		2967.29	3115.65	3271.44	3435.01	3606.76
Street Maintenance Worker II		3255.94	3418.73	3589.67	3769.15	3957.61
Street Maintenance Worker III		3607.42	3787.79	3977.18	4176.04	4384.84
Street Supervisor		4576.80	4805.64	5045.92	5298.22	5563.13
Water/Wastewater Maintenance Worker I		2992.25	3141.86	3298.96	3463.90	3637.10
Water/Wastewater Maintenance Worker II		3319.57	3485.55	3659.83	3842.82	4034.96
Water/Wastewater Maintenance Worker III		3747.43	3934.81	4131.55	4338.12	4555.03
Water/Wastewater Supervisor		5167.48	5425.85	5697.14	5982.00	6281.10

**EXHIBIT C****INCENTIVE PAY SCHEDULE**

		<b><u>Minimum Grade Level to Earn Incentive</u></b>
1.	<b><u>Industrial Waste Inspector Certification</u></b> (CWEA-4 Grade Levels)	
	• Laboratory Technician I & II	I
	• Water/ Wastewater Supervisor	I
	• Chief Wastewater Plant Operator	I
	• Laboratory Services Supervisor	III
	• Environmental Compliance Inspector	III
2.	<b><u>Laboratory Analyst Certification</u></b> (CWEA or AWWA – 4 Grade Levels)	<b><u>Minimum Grade Level to Earn Incentive</u></b>
	• Laboratory Technician I	I
	• Laboratory Technician II	II
	• Wastewater Plant Operator I & II	I
	• Environmental Compliance Inspector	II
	• Chief Wastewater Plant Operator	II
	• Laboratory Services Supervisor	III
3.	<b><u>Mechanical Maintenance Certification</u></b> (CWEA – 4 Grade Levels)	<b><u>Minimum Grade Level to Earn Incentive</u></b>
	• Plant and Equipment Mechanic	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Maintenance Worker I, II, III	II
	• Chief Wastewater Plant Operator	II
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	II
4.	<b><u>Sewer Collection Maintenance Certification</u></b> (CWEA – 4 Grade Levels)	<b><u>Minimum Grade Level to Earn Incentive</u></b>
	• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
	• Maintenance Worker III (Streets or Water/ Wastewater)	II
	• Plant and Equipment Mechanic	II
	• Sr. Plant and Equipment Mechanic	II
	• Street Supervisor, Water/ Wastewater Supervisor	III

- |    |  | <u>Minimum Grade Level<br/>to Earn Incentive</u> |
|----|--|--|
| 5. | <u>Wastewater Treatment Plant Opr. Certification</u><br>(CSWRCB – 5 Grade Levels)          |  |
|    | • Wastewater Plant Operator I  | II   |
|    | • Wastewater Plant Operator II   | III  |
|    | • Chief Wastewater Plant Operator  | IV   |
| 6. | <u>Water Distribution Operator Certification</u><br>(State of California – 5 Grade Levels) | <u>Minimum Grade Level<br/>to Earn Incentive</u> |
|    | • Laborer ( Water/ Wastewater)   | I  |
|    | • Maintenance Worker I, II, III<br>(Water/Wastewater)                                      | II   |
|    | • Laboratory Services Supervisor   | II   |
|    | • Environmental Compliance Inspector   | II   |
|    | • Plant and Equipment Mechanic   | III  |
|    | • Sr. Plant & Equipment Mechanic   | III  |
|    | • Water/ Wastewater Supervisor   | III  |
| 7. | <u>Water Treatment Plant Opr. Certification</u><br>(State of California – 5 Grade Levels)  | <u>Minimum Grade Level<br/>to Earn Incentive</u> |
|    | • Laborer, Maintenance Worker I, II<br>(Water/ Wastewater)                                 | I  |
|    | • Maintenance Worker III<br>(Water/ Wastewater)  | II   |
|    | • Laboratory Services Supervisor   | II   |
|    | • Environmental Compliance Inspector   | II   |
|    | • Plant and Equipment Mechanic   | III  |
|    | • Sr. Plant and Equipment Mechanic   | III  |
|    | • Water/ Wastewater Supervisor   | III  |
| 8. | <u>Qualified Applicators Certificate</u><br>(State of California)                          |  |
|    | • Street Supervisor  |  |
|    | • Parks Maintenance Worker III   |  |
|    | • Parks Supervisor   |  |
|    | • Streets Maintenance Worker I, II, III & Laborer  |  |
|    | • Wastewater Plant Operator I  |  |
|    | • Senior Facilities Maintenance Worker   |  |

9. Pest Control Advisor License  
(State of California)

- Street Supervisor
- Parks Supervisor
- Laborer
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 3, the amount for the Pest Control Advisor License incentive will be \$50 per month.



**EXHIBIT D****INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES**

**Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR)** (certificate must be current, valid, unlimited) **\$50.00**

Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Class A Brake Adjustment License issued by BAR** **\$25.00**

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Class A Lamp Adjustment License issued by BAR** **\$12.50**

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Aluminum Welding Proficiency Certificate** **\$12.50**  
(From a State certified welding instructor approved by the City)

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

**Automotive Service Excellence Technician Certifications** **\$25.00/\$50.00**

Equipment Service Worker  
Heavy Equipment Mechanic  
Welder-Mechanic  
Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

**Automotive Service Excellence Technician Certifications Incentive**  
(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle

- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance
  
- F-1 Light Vehicle Compressed Natural Gas
  
- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC
  
- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**
  
- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Amending Memorandums of Understanding with Maintenance and Operators and General Services Bargaining Units of the Association of Lodi City Employees to Provide Additional Pay for State Required Certifications of Distribution Operators I and II (CM)

**MEETING DATE:** July 18, 2007

**PREPARED BY:** Deputy City Manager

**RECOMMENDED ACTION:** Approve Resolution to amend Memorandums of Understanding (MOU) with Maintenance and Operators and General Services Bargaining units of The Association of Lodi City Employees (ALCE) to provide additional pay for State-required certifications of Distribution Operators I and II.

**BACKGROUND INFORMATION:** Various employees who work in the Public Works Department Water and Wastewater operations are required to have certifications as either a Distribution Operators I or II level. These certifications are required by the State of California in order that the City of Lodi meet Health and Safety standards. The certification requirement was enacted several years ago, but the pay level for employees who are required to obtain certifications was not adjusted at the same time as the requirement for certification was enacted.

The City of Lodi and members of the Maintenance and Operators and General Services bargaining units have met, conferred and tentatively agreed to amend the MOUS to allow for additional compensation for employees for which the certification requirements apply.

The attached agreements with these bargaining units indicate the terms of these tentative agreements as follows:

- Base pay for the employees as indicated in attachments A and B who are required to obtain a level one certification will be increased by 2%.
- Base pay for the employees as indicated in attachments A and B who are required to obtain a level two certification will be increased by 4%.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an \$ 60 incentive pay.
- Any employee in the General Services bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional \$ 60 per month in incentive pay.

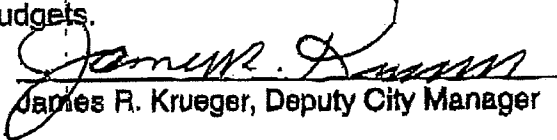
APPROVED: \_\_\_\_\_

Blair King, City Manager

- Any employee in the Maintenance and Operators bargaining unit of ALCE who is required to obtain a level one certification but obtains a level two certification will receive an additional 2% incentive pay.
- It was tentatively agreed that this would be implemented retroactively to July 1, 2006.

**FISCAL IMPACT:** The additional annual expenditure for both of the amendments to the MOUS totals approximately \$50,000 per year.

**FUNDING AVAILABLE:** The additional costs for certification pay of preparing and mailing the supplemental assessment will be borne by the Finance and City Attorney's budgets.

  
James R. Krueger, Deputy City Manager

Attachment: Attachment A- Amendment to General Services MOU  
Attachment B- Amendment to Maintenance & Operators MOU

RESOLUTION NO. 2007-134

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
AMENDMENT TO MEMORANDUMS OF UNDERSTANDING  
WITH THE MAINTENANCE AND OPERATORS AND GENERAL  
SERVICES BARGAINING UNITS OF THE ASSOCIATION OF  
LODI CITY EMPLOYEES TO PROVIDE ADDITIONAL PAY FOR  
STATE REQUIRED CERTIFICATIONS OF DISTRIBUTION  
OPERATORS I AND II

---

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the Memorandums of Understanding with the Maintenance and Operators and General Services bargaining units of the Association of Lodi City Employees to provide additional pay for State required certifications of Distribution Operators I and II, as shown on Exhibits A and B as attached hereto; and

BE IT FURTHER RESOLVED that the amendment to the Memorandums of Understanding shall be effective for the period July 1, 2006 through June 30, 2008.

Dated: July 18, 2007

I hereby certify that Resolution No. 2007-134 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 18, 2007, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, and  
Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Hitchcock

ABSTAIN: COUNCIL MEMBERS - None

  
RANDI JOHL

City Clerk

2007-134

**Side letter to the Current Maintenance & Operators MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter**

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (Maintenance & Operators).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the water services (Water/Wastewater) division of the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Water/Wastewater Supervisor	D2	4%
Senior Plant & Equipment Mechanic	D2	4%
Plant & Equipment Mechanic	D2	4%
Water/Wastewater Maintenance Worker III	D1	2%
Maintenance Worker II	D1	2%
Maintenance Worker I	D1	2%
Laboratory Services Supervisor	D1 or TI*	2%
Environmental Compliance Inspector	D1 or TI*	2%

\*Per regulation may possess either a treatment operator certificate or a distribution operator certificate.

Any current W/WW MW 1 employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the ~~required~~ certification his/her salary will be adjusted upon verification.

Any employee, who obtains a certification higher than required, shall have his/her pay adjusted in accordance with Article IV – Education Incentive of the MOU except as follows:

- Personnel listed above who are required to obtain a D1 (or T1\* certificate), who obtain a D2 (or T2\*) certificate shall receive an additional incentive of 2% (instead of \$40 as stated in Article 4.1).

The City will pay for the training to obtain the certificate for current and future employees per Article 4.2 of the MOU.

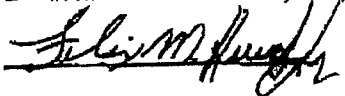
Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

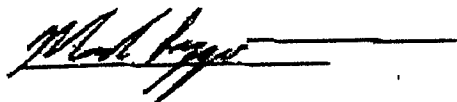
By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,  
COUNCIL, 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President



AGREED TO BY THE  
CITY OF LODI

James R. Krueger, Deputy, City Manager



Richard Prima, Public Works Director



Side letter to the Current General Services MOU between the City of Lodi and AFSCME Council 57, Local 146, AFL-CIO and its ALCE Chapter

Whereas, the City received a letter from the State of California dated April 2002 mandating that employees who perform certain water system related tasks obtain Distribution Operator I or Distribution Operator II certification. Some of these employees are in the AFSCME Bargaining unit (General Services).

Whereas, AFSCME Council 57, Local 146, AFL-CIO ALCE Chapter and the City of Lodi have resolved the this issue amicably.

Now, Therefore, be it resolved that AFSCME and the City of Lodi agree to the following adjustment to base pay (PERS reportable), retroactive to July 1, 2006 upon approval of the AFSCME membership and the City of Lodi:

Employees in the following classifications assigned to the Public Works Department shall receive supplemental certification pay as listed below for the required certifications:

City of Lodi Public Works Department Job Title	Distribution Operator Certification Grade Required	Certification Pay Added to Base Pay
Public Works Inspector II	D1	2%
Public Works Inspector I	D1	2%
Senior Engineering Technician*	D2 and T1	4%

\* Applies to one incumbent in this classification (Kevin Gaither) who currently has these certifications, but are not required for this classification.

Any current employees required to obtain the D1 certification will continue to be employed in his/her current classification. Once he/she obtains the required certification his/her salary will be adjusted upon verification.

The City will continue to pay for the training to obtain the certificate for current and future employees.

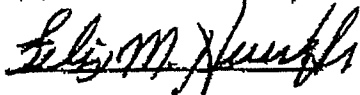
Verification for current and future employees can be by letter from the State verifying obtaining the required certificate or a copy of the certificate upon presentation to the City of Lodi. The increase to the base pay shall commence on the day the Certificate or letter is presented to the City.

The City will modify the respective job descriptions to reflect the new requirements for the above job titles within 60 days to ensure that all new hire employees are aware of the requirements.

By their signature below, AFSCME and the city agree that the resolution contained herein resolves this issue.

AGREED TO BY AFSCME,  
COUNCIL 57

Felix Mario Huerta Jr.,



Mark Ruggiero, Chapter President

AGREED TO BY THE  
CITY OF LODI,

James R. Krueger, Deputy, City Manager

Richard Prima, Public Works Director



**A.F.S.C.M.E. COUNCIL 57**  
**LOCAL 146-AFL-CIO**

**CITY OF LODI**  
**A MUNICIPAL CORPORATION**

\_\_\_\_\_  
Nancy Vinson  
Chief Negotiator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Konradt Bartlam  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sherry Moroz  
President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dean Gualco  
Human Resources Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Linda Tremble  
Vice President  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Donnie Sanford  
Vice President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Randi Johl  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Terri Lovell  
Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

\_\_\_\_\_  
Dan Tarnasky  
MO Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Longpre  
MO Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Kari Chadwick  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Chris Boyer  
GS Representative  
Date:\_\_\_\_\_

\_\_\_\_\_  
Sandy Smith  
Treasurer  
Date:\_\_\_\_\_

## SCHEDULE A

### Appendix F

### LPF Positions

Effective 4/18/12

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Captain	6102.66	6407.79	6728.17	7064.58	7417.81
Fire Engineer	5271.71	5535.29	5812.06	6102.66	6407.79
Fire Fighter I	4130.51	-	-	-	-
Fire Fighter II	4553.86	4781.55	5020.62	5271.66	5535.24
Fire Inspector	5535.29	5812.06	6102.66	6407.79	6728.18

Occupation Title	Step A	Step B	Step C	Step D	Step E
Fire Captain	6285.73	6600.02	6930.02	7276.52	7640.34
Fire Engineer	5429.86	5701.35	5986.42	6285.74	6600.02
Fire Fighter I	4254.43	-	-	-	-
Fire Fighter II	4690.47	4924.99	5171.24	5429.81	5701.30
Fire Inspector	5701.35	5986.42	6285.74	6600.02	6930.03

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
CHANGES TO MEMORANDUM OF UNDERSTANDING FOR  
AFSCME – GENERAL SERVICES AND MAINTENANCE AND  
OPERATORS, LODI PROFESSIONAL FIREFIGHTERS AND  
LODI MID-MANAGEMENT, AMENDMENT TO THE EXECUTIVE  
MANAGEMENT STATEMENT OF BENEFITS, AND CHANGES  
TO CONFIDENTIAL EMPLOYEE BENEFITS

=====

WHEREAS, it is recommended that Council approve the following modifications for the Executive Management Statement of Benefits, the Memorandum of Understanding for AFSCME – General Services and Maintenance and Operators, Lodi Professional Firefighters and Lodi Mid-Management, and changes to Confidential Employee Benefits

NOW, THEREFORE, BE IT RESOLVED by the City Council that it does hereby amend the agreements as follows:

Executive Management Statement of Benefits – The amended Statement of Benefits includes modifications to retirement and medical insurance. The Statement of Benefits has also been amended to conform to existing City Policies.

Mid-Management MOU – Amend Article XVII (Long-Term Disability) as follows: “A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66 2/3 percent to a maximum of \$10,000 per month of the employee’s basic monthly earnings in the event of disability. This program commences sixty (60) days from the date of disability.

Additionally, add classifications of Wastewater Plant Superintendent, Chief Water Treatment Plant Operator, Assistant Planner, and Assistant Engineer to the list of those positions represented by the Mid-Management Association.

Confidential Non-exempt employees – Modify CalPERS retirement contribution and furloughs to be consistent with similar benefits authorized by Council on April 18, 2012 for the AFSCME General Services bargaining group.

- Add (24) twenty-four hours of floating furloughs to be used by December 31, 2012 and (48) forty-eight fixed hours from July 1, 2013 to December 31, 2013.
- Employees will continue to pay 1 percent of the employee’s share of retirement through December 31, 2012. Beginning January 1, 2013 employees agree to 3.3 percent share of their retirement costs through December 30, 2013. Beginning December 31, 2013 employees agree to pay the full 7 percent share of retirement costs and there will be no further unpaid furlough days.
- Those employees whose annual base salary, adjusted for furloughs, is less than \$40,000 will have their medical insurance recalculated. This change will mirror the calculation for the AFSCME bargaining groups.
- Include long-term disability benefit as detailed in Mid-Management resolution.

Confidential – Exempt employees – Include long-term disability benefit as detailed in Mid-Management section of this resolution.

AFSCME – General Services and Maintenance and Operators MOUs were revised so the structure and organization of the articles would be consistent between the two agreements.

Firefighters MOU – Revise salary chart to reflect Emergency Medical Technician incentive being included into base salary as approved by Council at their April 18, 2012 meeting.

Date: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolutions Approving CalPERS Employer Paid Member Contributions

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Human Resources Manager

**RECOMMENDED ACTION:** Adopt resolutions approving CalPERS employer paid member contributions.

**BACKGROUND INFORMATION:** The City of Lodi is a member of the California Public Employees' Retirement System (CalPERS). Retirement contributions are segmented into employer-paid contributions and employee-paid contributions.

CalPERS requires the City adopt the attached resolution stating the specific percentage the City will contribute towards each employee's employee-paid contribution amount. Since CalPERS recognizes employees through their employee category/bargaining group, the table below indicates the specific percentage the City will contribute towards employee-paid retirement by specific category/bargaining group.

The Employee Share currently paid by the City as called for in this resolution shall become fully paid for by the council members on the date upon which one or more of the council member positions becomes eligible for a salary/benefit adjustment by virtue of a current or future member beginning a new term of office following the next general municipal election (Government Code 36516.5).

Effective July 9, 2012 the new amounts are as follows:

<u>Employee Category/Bargaining Group</u>	<u>Percentage Employer Contributes to Employee-Paid Retirement</u>
Confidential – Non-exempt	6%
Confidential – Exempt	3.7%
Council Appointee	0%
Council Members	7%
Executive Management	0%
General Services	6%
Maintenance & Operators	6%
Mid-Management	3.7%
Fire	3.7%
Fire Mid-Management	6%
Police Mid-Management	0%
Police	9%*
Dispatch	7%*

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

\*The Police and Dispatch bargaining units are operating under concession letters that have the employees paying 1 percent and 4.35 percent of the employee share of retirement costs, respectively. These concession letters expire on July 8, 2012 for this provision. Absent reaching agreement on a successor agreement, the City will begin paying the full employee share of retirement for these two bargaining groups on July 9, 2012.

**FISCAL IMPACT:** Based on this action, Fiscal Year 12/13 CalPERS City-paid retirement costs will decrease by a net amount of \$66,000

**FUNDING AVAILABLE:** Not applicable.

---

Jordan Ayers, Deputy City Manager/Internal Services Director

---

Dean Gualco, Human Resources Manager

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY  
COUNCIL APPROVING CALPERS  
EMPLOYER PAID MEMBER  
CONTRIBUTIONS

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Lodi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the governing body of the City of Lodi of a resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Lodi has identified the following conditions for the purpose of its election to pay EPMC, and this benefit shall apply to all employees as distinguished below:

<b>Miscellaneous Members</b>		
Confidential – Non-exempt	Pay 6% of the normal member contributions as EPMC	Effective July 9, 2012
Confidential – Exempt	Pay 3.7% of the normal member contributions as EPMC	Effective July 9, 2012
Council Appointees	Pay 0% of the normal member contributions as EPMC	Effective July 9, 2012
Executive Management	Pay 0% of the normal member contributions as EPMC	Effective July 9, 2012
General Services	Pay 6% of the normal member contributions as EPMC	Effective July 9, 2012
Lodi City Mid-Management	Pay 3.7% of the normal member contributions as EPMC	Effective July 9, 2012
Maintenance and Operators	Pay 6% of the normal member contributions as EPMC	Effective July 9, 2012
<b>Safety Members</b>		
Fire Mid-Management	Pay 6% of the normal member contributions as EPMC	Effective July 9, 2012
Lodi Police Mid-Management	Pay 0% of the normal member contributions as EPMC	Effective July 9, 2012
Lodi Professional Firefighters	Pay 3.7% of the normal member contributions as EPMC	Effective July 9, 2012



NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi elects to pay EPMC, as set forth above.

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING CALPERS EMPLOYER PAID  
MEMBER CONTRIBUTIONS

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Lodi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the governing body of the City of Lodi of a resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Lodi has identified the following conditions for the purpose of its election to pay EPMC, and this benefit shall apply to all employees as distinguished below:

WHEREAS, the Employee Share currently paid by the City as called for in this resolution shall become fully paid for by the council members on the date upon which one or more of the council member positions becomes eligible for a salary/benefit adjustment by virtue of a current or future member beginning a new term of office following the next general municipal election (Government Code 36516.5)

Miscellaneous Members		
Council Members	Pay 0% of the normal member contributions as EPMC	Effective November 12, 2012

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi elects to pay EPMC, as set forth above.

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012- was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Authorize City Manager to Send Letter to San Joaquin County Opposing the Development Text Amendment Regarding the Prohibition of Marketing Events at Wineries

**MEETING DATE:** May 16, 2012

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Authorize the City Manager to send letter to San Joaquin County opposing the Development Text Amendment regarding the prohibition of marketing events at wineries.

**BACKGROUND INFORMATION:** The County of San Joaquin is proposing a Development Title Text Amendment, which will prohibit marketing events for proposed wineries or off-site wine cellars. The prohibition would not affect existing permitted wineries, but would impact any existing winery looking to modify their existing marketing plan.

In 2001, the Board of Supervisors established development standards for wineries and wine cellars within County jurisdiction. The intent of the standards was to acknowledge the unique business of growing grapes, wine making, and tourism. Overall, the implementation of the winery ordinance has been successful in seeing dozens of new wineries establish in the past ten plus years.

As the City Council is aware, Lodi's economy is critically linked to the winegrape industry and burgeoning wineries that now exist both within and surrounding the City. While we are cognizant of the issues that have prompted the direction from the Board, staff feels that a text amendment revising the ordinance to prohibit future wineries from having marketing events is an overreaction. We feel a more measured approach is appropriate and would communicate this to the County Planning Commission, which is scheduled to entertain the recommendation on June 7, 2012.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

---

Konradt Bartlam  
City Manager

KB/jmr

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Initiating Proceedings for the Levy and Collection of Assessments, Resolution Approving the Annual Report, and Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13; Set Public Hearing for June 20, 2012

**MEETING DATE:** May 16, 2012

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt the following resolutions and set a public hearing for June 20, 2012:

1. Initiating proceedings for the levy and collection of assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13
2. Approving the Annual Report for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13
3. Declaring its intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2012/13

**BACKGROUND INFORMATION:** Over the past nine years, the City Council has formed a total of 16 zones of the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 (District). The scope of maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, 3) street parkway trees, and 4) public park areas. The activities and levy amounts vary by zone, as described in the City of Lodi, Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Annual Report (Report), Fiscal Year 2012/13 that is on file in the Public Works Department.

The Report includes a diagram of the District showing the area and properties proposed to be assessed; an assessment of the estimated costs of maintenance, operations and servicing of improvements; and the net levy upon all assessable lots and/or parcels within the District. Although each district varies in cost, the overall cost decreased 2 percent from last year.

The action requested of the City Council is to initiate proceedings for the levy and collection of assessments for Fiscal Year 2012/13, approve the Annual Report, to declare its intention to levy the assessments and to set a public hearing for June 20, 2012, to receive public comments. After the public hearing, City Council will be asked to confirm the Final Report and order the levy and collection of the assessments.

**FISCAL IMPACT:** Funding for preparation of the Report is included in the assessments.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Assistant Engineer

Attachment

cc: Interim Parks, Recreation and Cultural Services Director

NBS

Deputy Public Works Director – Utilities

APPROVED:

---

Konradt Bartlam, City Manager



**City of Lodi**

**Consolidated Landscape Maintenance District No. 2003-1**

**Fiscal Year 2012/13 Engineer's Report**

**June 2012**

**Main Office**

32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
Toll free: 800.676.7516 Fax: 951.296.1998

**Regional Office**

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San Francisco, CA 94102  
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**CITY OF LODI**  
**221 W. Pine Street**  
**Lodi, California 95240**  
**Phone - (209) 333-6800**  
**Fax - (209) 333-6710**

---

**CITY COUNCIL**

JoAnne Mounce, Mayor  
Alan Nakanishi, Mayor Pro Tempore  
Larry D. Hansen, Council Member  
Bob Johnson, Council Member  
Phil Katzakian, Council Member

**CITY STAFF**

Rad Bartlam, City Manager  
Jordan Ayers, Deputy City Manager  
Randi Johl, City Clerk  
D. Stephen Schwabauer, City Attorney  
Wally Sandelin, Public Works Director  
Chris Boyer, Assistant Engineer

**NBS**

Greg Davidson, Client Services Director  
David Schroeder, Project Manager  
Nick Dayhoff, Financial Analyst

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# 1. ENGINEER'S LETTER

**WHEREAS**, on May 16, 2012, the *City Council* ("Council") of the *City of Lodi* ("City"), pursuant to the *Landscaping and Lighting Act of 1972* ("Act"), adopted a resolution initiating proceedings for the levy and collection of assessments for the *Lodi Consolidated Landscape Maintenance District No. 2003-1* ("District"), Fiscal Year 2012/13;

**WHEREAS**, said resolution ordered NBS Government Finance Group, DBA NBS, to prepare and file a report, in accordance with §22567 of the Act, concerning the assessment of the estimated costs of operating, maintaining and servicing the improvements within the District for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

**NOW THEREFORE**, the following assessments are made to finance the operation, maintenance, and servicing of the improvements within the District:

DESCRIPTION	AMOUNT
<b>Zone 1 - Total Assessment</b>	<b>\$17,588.32</b>
Dwelling Unit Equivalents	74
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$237.68</b>
<b>Zone 2 - Total Assessment</b>	<b>\$27,060.18</b>
Dwelling Unit Equivalents	133
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$203.46</b>
<b>Zone 3 - Total Assessment</b>	<b>\$6,968.52</b>
Dwelling Unit Equivalents	39
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$178.68</b>
<b>Zone 4 - Total Assessment</b>	<b>\$6,743.00</b>
Dwelling Unit Equivalents	34
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$198.33</b>
<b>Zone 5 - Total Assessment</b>	<b>\$46,334.94</b>
Dwelling Unit Equivalents	223
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$207.78</b>
<b>Zone 6 - Total Assessment</b>	<b>\$19,563.20</b>
Dwelling Unit Equivalents	80
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$244.54</b>
<b>Zone 7 - Total Assessment</b>	<b>\$671.00</b>
Dwelling Unit Equivalents	5
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$134.20</b>
<b>Zone 8 - Total Assessment</b>	<b>\$6,336.58</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$372.74</b>

(Continued on next page)



DESCRIPTION	AMOUNT
<b>Zone 9 - Total Assessment</b>	<b>\$2,008.82</b>
Dwelling Unit Equivalents	11
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$182.62</b>
<b>Zone 10 - Total Assessment</b>	<b>\$906.36</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$129.48</b>
<b>Zone 11 - Total Assessment</b>	<b>\$1,445.36</b>
Dwelling Unit Equivalents	7
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$206.48</b>
<b>Zone 12 - Total Assessment</b>	<b>\$1,567.84</b>
Dwelling Unit Equivalents	8
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$195.98</b>
<b>Zone 13 - Total Assessment</b>	<b>\$720.60</b>
Dwelling Unit Equivalents	93.104
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$7.74</b>
<b>Zone 14 - Total Assessment</b>	<b>\$420.24</b>
Dwelling Unit Equivalents	17
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$24.72</b>
<b>Zone 15 - Total Assessment</b>	<b>\$579.18</b>
Dwelling Unit Equivalents	36.268
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$15.97</b>
<b>Zone 16 - Total Assessment</b>	<b>\$105.96</b>
Dwelling Unit Equivalents	8.370
<b>Assessment per Dwelling Unit Equivalent</b>	<b>\$12.66</b>

I, the undersigned, respectfully submit this report and, to the best of my knowledge, information and belief, the assessments and assessment diagrams herein have been computed and prepared in accordance with the order of the Council.

**F. Wally Sandelin, P.E., Engineer of Work**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal

## **2. OVERVIEW**

This report describes the District and details the assessments to be levied against the parcels therein for Fiscal Year 2012/13. Such assessments account for all estimated direct & incidental expenses, deficits/surpluses, revenues, and reserves associated with the operation, servicing and maintenance of the improvements.

The word “parcel,” for the purposes of this report, refers to an individual property that has been assigned an Assessor’s Parcel Number by the San Joaquin County Assessor. The San Joaquin County Auditor-Controller uses Assessor’s Parcel Numbers and specific Tax Codes to identify the parcels assessed on the County Tax Roll within special benefit districts.

### ***2.1 District Formation and Annexation History***

---

The District is currently comprised of 16 distinct zones within the City. New zones may be annexed into the District if approved via property owner balloting proceedings.

#### **ZONES 1 AND 2**

A report was prepared in 2003 for Zones 1 and 2. Property owner balloting proceedings were conducted, effective for the Fiscal Year 2004/05 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 3 THROUGH 7**

In 2004, separate reports were prepared for Zones 3, 4, 5 & 6, and 7. Property owner balloting proceedings were conducted within Zones 3 and 4 for the Fiscal Year 2004/05 assessment and within Zones 5 through 7 for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 8 THROUGH 12**

A separate report was prepared in 2005 for Zones 8 through 12. Property owner balloting proceedings were conducted for the Fiscal Year 2005/06 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONE 13**

A separate engineer’s report was prepared in 2007 for Zone 13. Property owner balloting proceedings were conducted for the Fiscal Year 2007/08 assessment. After attaining property owner approval, the City began levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

#### **ZONES 14 THROUGH 16**

A separate engineer’s report was prepared in 2008 for Zones 14 through 16. Property owner balloting proceedings were conducted for the Fiscal Year 2008/09 assessment. Property owner approval was attained; the City will begin levying and collecting these assessments on the County Tax Roll in order to provide continuous funding for the related improvements.

## **2.2    *Effect of Proposition 218***

---

On November 5, 1996, California voters approved Proposition 218 (Government Code commencing with Section 53739) by a margin of 56.5% to 43.5%. The provisions of the Proposition, now a part of the California Constitution, add substantive and procedural requirements to assessments, which affect the City of Lodi landscape maintenance assessments.

The Act, Article XIID of the Constitution of the State of California and the Proposition 218 Omnibus Implementation Act are referred to collectively as the “Assessment Law”.

### **3. PLANS AND SPECIFICATIONS**

#### **ZONE 1 – ALMONDWOOD ESTATES**

Zone 1 is comprised of the Almondwood Estates subdivision; the facilities within Zone 1 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the east side of Stockton Street from the project's north boundary to Almond Drive, including the angled corner section at Elgin Avenue, approximately 1220 linear feet.
- B. A masonry wall and 13.5' wide landscaping area along the north side of Almond Drive from the project's east boundary westerly to Stockton Street, including the angled corner sections at Blackbird Place and Stockton Street, approximately 340 linear feet.
- C. Street parkway trees located within the public street within the Zone 1 boundary.
- D. Public park land area of 0.5661 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 1 consists of a 74-lot low density residential development located in the southeastern portion of the City.

Zone 1 includes 74 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 1 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by the Zone 1 shall be filed with the City and will be incorporated into this report by reference.

#### **ZONE 2 – CENTURY MEADOWS ONE, UNITS 2 & 3**

Zone 2 is comprised of Century Meadows One, Units 2 & 3 the facilities within Zone 2 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping area along the north side of Harney Lane from the project's east boundary to the west boundary, including the 2 angled corner sections at Poppy Drive, approximately 1200 linear feet.
- B. Street parkway trees located within the public street within the Zone 2 boundary.
- C. Public park land area of 1.01745 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 2 consists of a 133-lot low density residential development located in the south-central portion of the City.

Zone 2 includes 133 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 2 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 2 shall be filed with the City and will be incorporated into this report by reference.

### **ZONE 3 – MILLSBRIDGE II**

Zone 3 is comprised of Millsbridge II; the facilities within Zone 3 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 3 boundary.
- B. Public park land area of 0.30 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 3 consists of a 39-lot residential development located in the southwestern portion of the City.

Zone 3 includes 39 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for the Zone 3 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 3 shall be filed with the City and will be incorporated into this report by reference.

### **ZONE 4 – ALMOND NORTH**

Zone 4 is comprised of the Almond North subdivision; the facilities within Zone 4 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 4 boundary.
- B. Public park land area of 0.26 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 4 consists of a 28-lot residential development, including 6 potential duplex lots and is located in the southeastern portion of the City.

Zone 4 includes a maximum of 34 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 4 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 4 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

Zone 5 is comprised of Legacy Estates I, Legacy Estates II and Kirst Estates; the facilities within Legacy Estates I of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 10-24 of Legacy Estates I, approximately 950 linear feet.
- B. Street parkway trees located within the public street within the Zone 5 boundary.
- C. Public park land area of 0.589 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The improvements within Legacy Estates II of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west side of Mills Avenue from the project's southern boundary on Mills Avenue to the intersection of Wyndham Way, approximately 590 linear feet.
- B. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane at the back of lots 69-77 of Legacy Estates II, approximately 525 linear feet.
- C. Street parkway trees located within the public street within the Zone 5 boundary.
- D. Public park land area of 1.07 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

The facilities within Kirst Estates of Zone 5 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public street within the Zone 5 boundary.
- B. Public park land area of 0.0459 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 5 consists of a 77-lot residential development (Legacy Estates I), a 140-lot residential development (Legacy Estates II) and a 6-lot residential development (Kirst Estates) located in the southwestern portion of the City. Each lot benefits equally from the facilities within Zone 5.

Zone 5 includes 223 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 5 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 5 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 6 – THE VILLAS**

Zone 6 is comprised of The Villas subdivision; the facilities within Zone 6 that will be operated serviced and maintained are generally described as follows:

- A. A masonry wall and 8.5' wide landscaping area along the east side of Panzani Way from the project's south boundary to the intersection of Porta Rosa Drive, approximately 120 linear feet.
- B. A masonry wall and 27.5 to 43.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane from Panzani Way to the frontage road, approximately 425 linear feet.
- C. A masonry wall and 15.0 to 44.0-foot variable width landscaping strip, divided by a 4-foot wide meandering sidewalk, along the west of the frontage road and the east side of San Martino Way from Harney Lane to the project's north boundary, approximately 700 linear feet.
- D. Ten 24-foot wide, common access driveways dispersed throughout the residential area, approximately 1200 linear feet.
- E. Parcel B, between lots 1 and 50, a variable width landscaping strip, approximately 250 linear feet.
- F. Street parkway trees located within the public street within the Zone 6 boundary.
- G. Public park land area of 0.748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 6 consists of an 80-lot residential development located in the southeastern portion of the City.

Zone 6 includes 80 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 6 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 6 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 7 – WOODLAKE MEADOWS**

Zone 7 is comprised of Woodlake Meadows; the facilities within Zone 7 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0468 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 7 consists of a 5-lot residential development located in the northwestern portion of the City.

Zone 7 includes 5 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 7 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 7 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 8 – VINTAGE OAKS**

Zone 8 is comprised of the Vintage Oaks Subdivision and the adjacent parcel to the north (APN 058-230-05); the facilities within Zone 8 that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, including a 4-foot wide sidewalk, extending north and south of the future Vintage Oaks Court along the east side of S. Lower Sacramento Road for a total distance of approximately 252 linear feet.
- B. A 9.5' wide landscaping strip in the east half of the Lower Sacramento Road median, west of the Zone 8 boundary.
- C. Street parkway trees located within the public street (Vintage Oaks Court) within the Zone 8 boundary.
- D. Public park land area of 0.13005 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 8 consists of a 17-lot low-density residential development (Vintage Oaks) and a 2-lot low-density residential development (APN 058-230-05) bounded by DeBenedetti Park (APN 058-230-05) to the North, the Sunnyside Estates development to the South, Ellerth E. Larson Elementary School to the East and Lower Sacramento Road to the West.

Zone 8 includes 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 8 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 8 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 9 – INTERLAKE SQUARE**

Zone 9 is comprised of the Interlake Square Subdivision; the facilities within Zone 9 that will be operated, serviced and maintained are generally described as follows:

- A. Street parkway trees located within the public rights-of-way of School Street and Park Street within the Zone 9 boundary.
- B. Public park land area of 0.08415 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 9 consists of an 11-lot low-density residential development (Interlake Square) located north of Park Street, generally south of Sierra Vista Place, east of South School Street and generally west of Sacramento Street.

Zone 9 includes 11 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 9 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 9 shall be filed with the City and will be incorporated into this report by reference.



## **ZONE 10 – LAKESHORE PROPERTIES**

Zone 10 is comprised of the Lakeshore Properties subdivision; the facilities within Zone 10 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 10 consists of a 7-lot low-density residential development (Lakeshore Properties) located on the southwest corner of the Lakeshore Drive/Tienda Drive intersection within the City.

Zone 10 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 10 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 10 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 11 – TATE PROPERTY**

Zone 11 is comprised of the Tate Property development; the facilities within Zone 11 of the District that will be operated, serviced and maintained are generally described as follows:

- A. A masonry wall and 13.5' wide landscaping strip, divided by a 4-foot wide meandering sidewalk, along the north side of Harney Lane, immediately east of Legacy Way, approximately 140 linear feet.
- B. Street parkway trees located within the public street (Legacy Way) within the Zone 11 boundary.
- C. Public park land area of 0.05355 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 11 consists of a 1-lot low-density residential development located in the northeast corner of the Harney Lane/Legacy Way intersection within the City.

Zone 11 includes 7 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 11 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 11 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 12 – WINCHESTER WOODS**

Zone 12 is comprised of the Winchester Woods subdivision; the facilities within Zone 12 that will be operated, serviced and maintained are generally described as follows:

- A. Public park land area of 0.0748 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per one thousand persons served.

Zone 12 consists of an 8-lot medium-density residential development located generally south of Wimbledon Drive, east of The Oaks apartment complex (APN 060-220-29) and west of Winchester Drive in the southeasterly portion of the City.

Zone 12 includes 8 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 12 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 12 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 13 – GUILD AVENUE INDUSTRIAL**

Zone 13 is comprised of 8 industrial zoned parcels; the facilities within Zone 13 that will be operated, serviced and maintained are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 13 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 13 consists of 8 industrial parcels located on Guild Avenue, north of Lockeford Street. The benefit from facilities within Zone 13 for each lot has been determined based on an acreage basis.

Zone 13 includes 93.104 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 13 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 13 shall be filed with the City and will be incorporated into this report by reference.

#### **ZONE 14 – LUCA PLACE**

Zone 14 is comprised of the Luca Place subdivision; the facilities within Zone 14 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A 6.5-foot irrigated landscape strip in the east half of the Westgate Drive median, west of the Zone 14 boundary.
- B. Street parkway trees located within the public street (Westgate Drive), within the Zone 14 boundary.
- C. Public park land area of 0.15895 acres in size equivalent to the current level of service standard for park area within the City of 3.4 acres per thousand persons served.

Zone 14 consists of a 17-lot, medium-density, residential development (Luca Place) bounded by Vintner's Square shopping center to the north, east and south and Westgate Drive to the west. Each lot benefits equally from the facilities within Zone 14.

When subdivided, Zone 14 will include 17 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 14 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 14 shall be filed with the City and will be incorporated into this report by reference.

#### **ZONE 15 – GUILD AVENUE INDUSTRIAL**

Zone 15 is comprised of 4 industrial zoned parcels; the facilities within Zone 15 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A traffic signal at the intersection of Highway 12 (Victor Road) and Guild Avenue.
- B. A 15.0 foot irrigated, landscaped strip in a 16.0 foot median in Victor Road (Highway 12) south of the Zone 15 boundary, extending west from the current City limits for a distance of 700 feet.
- C. A 28.5 foot irrigated landscape strip on the north side of Victor Road (Highway 12), extending westerly from the current City limits to 231 feet west of the Guild Avenue intersection centerline and having a total length of 1,485 feet.
- D. Street sweeping along the north and south side of Victor Road (Highway 12) and along the median and curbing from 231 feet west of the Guild Avenue intersection centerline to the current City limits.

Zone 15 consists of 4 industrial zoned parcels, 3 located on Guild Avenue, north of Lockeford Street and 1 located on Victor Road, east of Guild Avenue. The benefit from facilities within Zone 15 for each lot has been determined based on an acreage basis.

Zone 15 includes 36.268 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 15 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 15 shall be filed with the City and will be incorporated into this report by reference.

## **ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

Zone 16 is comprised of 2 commercial office parcels; the facilities within Zone 16 that will be operated, serviced, maintained and improved are generally described as follows:

- A. A variable width (15 to 18 feet) irrigated, landscaped strip in the segmented median in W. Kettleman Lane (Highway 12) extending west from Ham Lane to Westgate Drive and having a total landscaped area of 36,505 square feet.
- B. A variable width (12 to 20 feet) irrigated landscape strip in the segmented median in Lower Sacramento Road extending south from the north boundary of parcel APN 027-410-06 (2429 W. Kettleman Lane) to the south boundary of APN 058-030-13 (1551 S. Lower Sacramento Road) and having a total landscaped area of 13,490 square feet.

Zone 16 consists of 2 commercial office parcels located on W. Kettleman Lane, west of Lakeshore Drive and east of Mills Avenue. The benefit from facilities within Zone 16 for each lot has been determined based on an acreage and land use basis.

Zone 16 includes 8.37 Dwelling Unit Equivalents.

In compliance with Proposition 218, an Assessment Ballot procedure for Zone 16 was held and ballots were tabulated at a public hearing where the property owners approved the new assessment. As this project is developed, plans and specifications for the amenity improvements to be maintained by the funds generated by Zone 16 shall be filed with the City and will be incorporated into this report by reference.

## **4. METHOD OF APPORTIONMENT**

Pursuant to the Act, the net amounts to be assessed are apportioned by a formula or method that fairly distributes the net amount to be assessed among all parcels in proportion to benefits received from the improvements. The provisions of Article XIII C and XIII D of the California Constitution (Proposition 218) require the agency to separate the general benefit from special benefit, whereas only special benefits may be assessed.

### **IMPROVEMENT BENEFIT FINDINGS**

The assessments outlined in Section 5 of this report are proposed to cover the estimated costs of providing all necessary service, operation, administration, and maintenance for each zone within the District. It has been determined that each assessable parcel within the District receives proportional special benefits from the improvements. The improvements were constructed and installed for the benefit of the parcels within the District in connection with their development; each parcel's relatively similar proximity to the improvements necessitates similar proportionate benefit allocation. Each parcel that receives special benefit from the improvements is assessed.

### **SPECIAL BENEFITS**

The method of apportionment is based on the premise that each of the assessed parcels within the District receives special benefit from the improvements maintained and financed by District assessments. Specifically, the assessments associated with each zone are outlined in Section 5 of this report.

### **DESCRIPTION OF THE METHOD OF APPORTIONMENT**

The District provides operation, service, and maintenance to all the specific local improvements and associated appurtenances located within the public right-of-ways in each of the various zones throughout the District. The annual assessments are based on the historical and estimated cost to operate, to service and to maintain the improvements that provide a special benefit to parcels within the District. The various improvements within each zone are identified and budgeted separately, including all expenditures, deficits, surpluses, revenues and reserves.

The assessments outlined in this section represent the proportionate special benefit to each property within the District and the basis of calculating each parcel's proportionate share of the annual costs associated with the improvements. The costs associated with the maintenance and operation of special benefit improvements shall be collected through annual assessments from each parcel receiving such benefit. The funds collected shall be dispersed and used for only the services and operation provided to the District.

The basis of determining each parcel's special benefit utilizes a weighting formula commonly known as a Dwelling Unit Equivalent (DUE). The developed single-family residential parcel is used as the base-unit for the calculation of assessments and is defined as 1.00 DUE. All other property types are assigned a DUE that reflects their proportional special benefit from the improvements as compared to the single-family residential parcel (weighted comparison).

To determine the DUE for multi-family residential (3 or more units), industrial, commercial or office parcels, a Benefit Unit Factor (BUF) is assigned to each property type. The assigned BUF multiplied by the parcel's specific acreage determines the DUE.

The following table provides a listing of the various land use types and the corresponding BUF used to calculate a parcel's DUE and proportionate benefit:

PROPERTY TYPE	BENEFIT UNIT FACTOR
Single Family Residential	1.00 per Property
Multi-Family Residential (Duplex)	2.00 per Property
Multi-Family Residential (3 or more units)	5.00 per Acre
Commercial or Office	
For the First 7.5 Acres	5.00 per Acre
For the Next 7.5 Acres	2.50 per Acre
For All Acreage Over 15.0 Acres	1.25 per Acre
Industrial	4.00 per Acre
Exempt	Not Applicable
Other	Case-by-Case

**Exempt** – Certain parcels, because of use, size, shape, or state of development, may be assigned a zero DUE, which will consequently result in a zero assessment for those parcels for that fiscal year. All parcels having such a zero DUE for the previous fiscal year shall annually be reconsidered to determine if the reason for assigning the zero DUE is still valid for the next fiscal year. Parcels which may be expected to have a zero DUE assigned are typically parcels which are all, or nearly all, publicly landscaped, parcels in public ownership, parcels owned by a public utility company and/or used for public utilities, public parks, public schools, and remainder parcels too small or narrow for reasonable residential or commercial use, unless actually in use.

**Area Adjustments** – Parcels which have an assessment determined by area and which have a portion of the parcel occupied by public or public utility uses separate from the entitled use and located in easements, prior to the multiplication by the DUE, shall have the area of the parcel adjusted to a usable area to reflect the loss or partial loss of the entitled use in those areas. This reduction shall not apply for normal peripheral and interior lot line public utility easements generally existing over the whole subdivision.

As previously noted, the District is comprised of several distinct zones. These zones encompass specific developments where the parcels receive a direct and special benefit from the operation, service, and maintenance of the related improvements. The basis of benefit and proportionate assessment for all parcels within the District is established by each parcel's calculated DUE and their proportionate share of the improvement costs based on their proportionate DUE within the zone. The method used to calculate the assessment for each zone is as follows:

$$\text{Total Estimated Costs} / \text{Total DUE (Zone)} = \text{Assessment per DUE}$$

$$\text{Assessment per DUE} \times \text{Total DUE per Parcel} = \text{Assessment per Parcel}$$

## **ASSESSMENT RANGE FORMULA**

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Article XIID of the Constitution of the State of California defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District’s proposed assessment for Fiscal Year 2003/04, Fiscal Year 2004/05, Fiscal Year 2005/06, Fiscal Year 2007/08 and Fiscal Year 2008/09 balloting of property owners was required, pursuant to Proposition 218. The property owner ballots included an assessment to be approved, as well as the approval of an assessment range formula. Property owners within the District approved the proposed assessment and the assessment range formula.

The assessment range formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment for the current fiscal year is less than or equal to the maximum assessment (or adjusted maximum assessment), then the proposed annual assessment is not considered an increased assessment. The maximum assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in the second fiscal year, and each fiscal year thereafter, the maximum assessment will be recalculated annually.
2. The new adjusted maximum assessment for the year represents the prior year’s maximum assessment adjusted by the greater of:
  - (a) 5%, or
  - (b) The annual increase in the CPI.

Each year the annual increase in the CPI shall be computed. For Fiscal Year 2012/13, the increase in CPI is the percentage difference between the CPI of December 2011 and the CPI for the previous December, as provided and established by the Bureau of Labor Statistics (FY 2012/13 CPI increase is 2.93%). This percentage difference shall then establish the allowed increase based on CPI. The index used shall be all urban consumers for the San Francisco-Oakland-San Jose area. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the Council for determining fluctuations in the cost of living.

If CPI is less than 5%, then the allowable adjustment to the maximum assessment is 5%. If CPI is greater than 5%, then the allowable adjustment to the maximum assessment is based on CPI. The maximum assessment is adjusted annually and is calculated independent of the District’s annual budget and proposed annual assessment. Any proposed annual assessment (rate per DUE) less than or equal to this maximum assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

The following table illustrates how the assessment range formula shall be applied:

<b>Example</b>	<b>CPI % Increase</b>	<b>5.00% Increase</b>	<b>Max % Increase Without Re-Balloting</b>	<b>Prior Year Max Rate Per DUE</b>	<b>Increase Per DUE</b>	<b>New Max Rate Per DUE</b>
1	5.25%	5.00%	5.25%	\$403.00	\$21.16	\$424.16
2	3.44%	5.00%	5.00%	\$403.00	\$20.15	\$423.15

For example, if the percentage change in CPI is greater than 5%, as in Example 1, then the percentage adjustment to the maximum assessment will be by CPI. If the percentage change in CPI is less than 5%, as in Example 2, then the percentage adjustment to the maximum assessment will be 5%.

As previously illustrated, the maximum assessment will be recalculated and adjusted annually. However, the Council may reduce or freeze the maximum assessment at any time by amending the annual engineer's report.

Although the maximum assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The maximum assessment adjustment is designed to establish a reasonable limit on District assessments. The maximum assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year do not require an increase, or the increase is less than the adjusted maximum assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted maximum assessment then the assessment is considered an increased assessment. In order to impose an increased assessment, the Council must comply with the provisions of Proposition 218 (Article XIID Section 4c of the California Constitution). Proposition 218 requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners, through the balloting process, must approve the proposed assessment increase. If the proposed assessment is approved, then a new maximum assessment is established for the District. If the proposed assessment is not approved, the Council may not levy an assessment greater than the adjusted maximum assessment previously established for the District.



## 5. ESTIMATE OF COSTS

### 5.1 Definitions

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Definitions of maintenance items, words and phrases are shown below:

**Fiscal Year** – One year period of time beginning July 1 of a given year and ending June 30 of the following year.

**Landscape Maintenance Labor** – The estimated labor costs of maintaining and servicing the trees, shrubs, turf and ground cover areas within the District.

**Maintenance Materials & Supplies** – The estimated cost of materials necessary for maintaining, cleaning and servicing the landscaped areas and parklands within the District.

**Irrigation Water** – The cost of water used for irrigating the landscaping improvements of the District.

**Utilities** – The cost of electricity used for irrigation within the District.

**Equipment Maintenance & Operation** – The cost of materials and labor necessary for maintaining, repairing, and operating equipment (includes vehicles, benches, playground equipment, graffiti and litter removal, etc.) used for all aspects of maintenance in the District.

**Maintenance Personnel** – The estimated cost for personnel to perform maintenance duties within the District.

**Contract Maintenance** – The estimated cost of performing contracted maintenance within the District.

**Consultant** – Costs associated with outside consultant fees in order to comply with Assessment Law and placement of assessment onto the San Joaquin County Tax Roll each year.

**County Administration** – Costs of the County of San Joaquin related to the placement of assessments on the tax roll each year.

**Insurance** – The estimated costs to provide insurance for District personnel and staff.

**Contingencies** – An amount of 50% of the maintenance costs may be included to build a Reserve and Contingency Fund. The Act allows the assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10<sup>th</sup> of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later."

**Total Dwelling Unit Equivalents** – Dwelling Unit Equivalent (DUE) is a numeric value calculated for each parcel based on the parcel's land use. The DUE shown in the District/Zone budget represents the sum total of all parcels' DUE that receive benefit from the improvements. Refer to Section 4 for a more complete description of DUE.

**Assessment per DUE** – This amount represents the rate being applied to each parcel's individual DUE. The Assessment per Dwelling Unit Equivalent is the result of dividing the total Balance to Levy, by the sum of the District DUEs, for the Fiscal Year. This amount is always rounded down to the nearest even penny for tax bill purposes.

## 5.2 Zone-Specific Budgets and Reserve Information

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### **ZONE 1 – ALMONDWOOD ESTATES**

#### *Fiscal Year 2012/13 Budget*

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$5,514.90
Masonry Block Walls	500.00
Street Trees	1,314.59
Park Maintenance	6,430.43
<b>Total Operation Costs</b>	<b>\$13,759.92</b>
<b>Administration Costs</b>	
Consultant	\$2,166.26
Publication	141.39
City Administration Fee	1,325.83
County Administration Fee	194.95
<b>Total Administration Costs</b>	<b>\$3,828.43</b>
<b>Total Estimated Costs</b>	<b>\$17,588.35</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$17,588.32</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$44,060.68</i>

#### *Capital Project Reserve Information*

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$3,600.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,600.00</b>
Wall Reserve – June 30, 2012	\$16,500.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$16,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$20,100.00</b>

## **ZONE 2 – CENTURY MEADOWS ONE, UNIT 2 & 3**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$5,666.39
Masonry Block Walls	500.00
Street Trees	3,422.47
Park Maintenance	11,557.40
<b>Total Operation Costs</b>	<b>\$21,146.26</b>
<b>Administration Costs</b>	
Consultant	\$3,329.11
Publication	254.12
City Administration Fee	2,037.54
County Administration Fee	292.52
<b>Total Administration Costs</b>	<b>\$5,913.29</b>
<b>Total Estimated Costs</b>	<b>\$27,059.55</b>
Contribution to Reserves	0.00
Rounding Adjustment	0.63
<b>Total Assessment</b>	<b>\$27,060.18</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$59,932.98</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$3,500.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,500.00</b>
Wall Reserve – June 30, 2012	\$20,000.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$20,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$23,500.00</b>

### **ZONE 3 – MILLSBRIDGE II**

#### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$460.30
Street Trees	713.96
Park Maintenance	<u>3,389.01</u>
<b>Total Operation Costs</b>	<b>\$4,563.27</b>
<b>Administration Costs</b>	
Consultant	\$718.41
Publication	74.52
City Administration Fee	439.69
County Administration Fee	62.05
Teeter Buy Out	<u>610.50</u>
<b>Total Administration Costs</b>	<b>\$1,905.17</b>
<b>Total Estimated Costs</b>	<b>\$6,468.44</b>
Contribution to Reserves	500.00
Rounding Adjustment	<u>0.08</u>
<b>Total Assessment</b>	<b>\$6,968.52</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$18,134.29</i>

#### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$3,000.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$3,500.00</b>

## **ZONE 4 – ALMOND NORTH**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$1,308.25
Street Trees	475.97
Park Maintenance	<u>2,954.52</u>
<b>Total Operation Costs</b>	<b>\$4,738.74</b>
<b>Administration Costs</b>	
Consultant	\$746.03
Publication	64.96
City Administration Fee	456.60
County Administration Fee	64.34
Teeter Buy Out	<u>172.50</u>
<b>Total Administration Costs</b>	<b>\$1,504.43</b>
<b>Total Estimated Costs</b>	<b>\$6,243.17</b>
Contribution to Reserves	500.00
Rounding Adjustment	<u>(0.17)</u>
<b>Total Assessment</b>	<b>\$6,743.00</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$16,225.42</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,500.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$3,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$3,000.00</b>

## **ZONE 5 – LEGACY ESTATES I & II AND KIRST ESTATES**

### ***Fiscal Year 2012/13 Budget***

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$9,235.79
Masonry Block Walls	500.00
Street Trees	4,555.73
Park Maintenance	<u>19,378.19</u>
<b>Total Operation Costs</b>	<b>\$33,669.71</b>
<b>Administration Costs</b>	
Consultant	\$5,300.72
Publication	426.08
City Administration Fee	3,244.23
County Administration Fee	430.88
	<u>2,265.50</u>
<b>Total Administration Costs</b>	<b>\$11,667.41</b>
<b>Total Estimated Costs</b>	<b>\$45,337.12</b>
Contribution to Reserves	1,000.00
Rounding Adjustment	<u>(2.18)</u>
<b>Total Assessment</b>	<b>\$46,334.94</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$75,778.69</i>

### ***Capital Project Reserve Information***

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$4,200.00
Contribution to Landscape Reserve	<u>500.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$4,700.00</b>
Wall Reserve – June 30, 2012	\$8,000.00
Contribution to Wall Reserve	<u>500.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$8,500.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$13,200.00</b>

## **ZONE 6 – THE VILLAS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$6,643.04
Masonry Block Walls	800.00
Street Trees	906.61
Park Maintenance	<u>6,951.82</u>
<b>Total Operation Costs</b>	<b>\$15,301.47</b>
<b>Administration Costs</b>	
Consultant	\$2,408.95
Publication	152.85
City Administration Fee	1,474.37
County Administration Fee	<u>226.08</u>
<b>Total Administration Costs</b>	<b>\$4,262.25</b>
<b>Total Estimated Costs</b>	<b>\$19,563.72</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.52)</u>
<b>Total Assessment</b>	<b>\$19,563.20</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$61,934.93</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$5,800.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$5,800.00</b>
Wall Reserve – June 30, 2012	\$18,100.00
Contribution to Wall Reserve	<u>0.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$18,100.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$23,900.00</b>

## **ZONE 7 – WOODLAKE MEADOWS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$43.45
Park Maintenance	434.49
<b>Total Operation Costs</b>	<b>\$ 477.94</b>
<b>Administration Costs</b>	
Consultant	\$75.24
Publication	9.55
City Administration Fee	46.05
County Administration Fee	5.98
Teeter Buy Out	56.25
<b>Total Administration Costs</b>	<b>\$ 193.07</b>
<b>Total Estimated Costs</b>	<b>\$ 671.01</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.01)
<b>Total Assessment</b>	<b>\$671.00</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,278.00</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>



## **ZONE 8 – VINTAGE OAKS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$2,949.39
Masonry Block Walls	300.00
Street Trees	260.65
Park Maintenance	1,477.26
<b>Total Operation Costs</b>	<b>\$4,987.30</b>
<b>Administration Costs</b>	
Consultant	\$785.17
Publication	32.48
City Administration Fee	480.55
County Administration Fee	51.00
<b>Total Administration Costs</b>	<b>\$1,349.20</b>
<b>Total Estimated Costs</b>	<b>\$6,336.50</b>
Contribution to Reserves	0.00
Rounding Adjustment	0.08
<b>Total Assessment</b>	<b>\$6,336.58</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$9,493.24</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,456.89
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$2,456.89</b>
Wall Reserve – June 30, 2012	\$2,135.00
Contribution to Wall Reserve	0.00
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$2,135.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$4,591.89</b>

## **ZONE 9 – INTERLAKE SQUARE**

### ***Fiscal Year 2012/13 Budget***

DESCRIPTION	AMOUNT
<b>Operation Costs</b>	
Landscape	\$108.05
Street Trees	124.66
Park Maintenance	<u>955.88</u>
<b>Total Operation Costs</b>	<b>\$1,188.59</b>
<b>Administration Costs</b>	
Consultant	\$187.12
Publication	21.02
City Administration Fee	114.53
County Administration Fee	14.80
Teeter Buy Out	<u>482.75</u>
<b>Total Administration Costs</b>	<b>\$820.22</b>
<b>Total Estimated Costs</b>	<b>\$2,008.81</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.01</u>
<b>Total Assessment</b>	<b>\$2,008.82</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$2,924.09</i>

### ***Capital Project Reserve Information***

DESCRIPTION	AMOUNT
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 10 – LAKESHORE PROPERTIES**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$60.83
Park Maintenance	<u>608.28</u>
<b>Total Operation Costs</b>	<b>\$669.11</b>
<b>Administration Costs</b>	
Consultant	\$105.34
Publication	13.37
City Administration Fee	64.47
County Administration Fee	8.35
Teeter Buy Out	<u>45.75</u>
<b>Total Administration Costs</b>	<b>\$237.28</b>
<b>Total Estimated Costs</b>	<b>\$906.39</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.03)</u>
<b>Total Assessment</b>	<b>\$906.36</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,562.55</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 11 – TATE PROPERTY**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$374.77
Masonry Block Walls	100.00
Street Trees	56.66
Park Maintenance	<u>608.28</u>
<b>Total Operation Costs</b>	<b>\$1,139.71</b>
<b>Administration Costs</b>	
Consultant	\$179.43
Publication	13.37
City Administration Fee	109.82
County Administration Fee	<u>3.00</u>
<b>Total Administration Costs</b>	<b>\$305.62</b>
<b>Total Estimated Costs</b>	<b>\$1,445.33</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>0.03</u>
<b>Total Assessment</b>	<b>\$1,445.36</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$2,322.39</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$39.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$39.00</b>
Wall Reserve – June 30, 2012	\$98.00
Contribution to Wall Reserve	<u>0.00</u>
<b>Estimated Wall Reserve – June 30, 2013</b>	<b>\$98.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$137.00</b>

## **ZONE 12 – WINCHESTER WOODS**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$84.97
Park Maintenance	<u>849.67</u>
<b>Total Operation Costs</b>	<b>\$934.64</b>
<b>Administration Costs</b>	
Consultant	\$147.14
Publication	15.29
City Administration Fee	90.06
County Administration Fee	11.61
Teeter Buy Out	<u>369.17</u>
<b>Total Administration Costs</b>	<b>\$633.27</b>
<b>Total Estimated Costs</b>	<b>\$1,567.91</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.08)</u>
<b>Total Assessment</b>	<b>\$1,567.84</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$1,567.91</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$0.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$0.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$0.00</b>

## **ZONE 13 – GUILD AVENUE INDUSTRIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$408.95
Street Sweeping	<u>17.98</u>
<b>Total Operation Costs</b>	<b>\$426.93</b>
<b>Administration Costs</b>	
Consultant	\$67.21
Publication	177.89
City Administration Fee	41.14
County Administration Fee	<u>7.75</u>
<b>Total Administration Costs</b>	<b>\$293.99</b>
<b>Total Estimated Costs</b>	<b>\$720.92</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.32)</u>
<b>Total Assessment</b>	<b>\$720.60</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$11,622.89</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$248.00
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$248.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$248.00</b>

## **ZONE 14 – LUCA PLACE**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$306.90
<b>Total Operation Costs</b>	<b>\$306.90</b>
<b>Administration Costs</b>	
Consultant	\$48.32
Publication	32.48
City Administration Fee	29.57
County Administration Fee	3.00
<b>Total Administration Costs</b>	<b>\$113.37</b>
<b>Total Estimated Costs</b>	<b>\$420.27</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$420.24</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$6,073.88</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$2,000.00
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$2,000.00</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$2,000.00</b>

## **ZONE 15 – GUILD AVENUE INDUSTRIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$394.90
Street Sweeping	<u>7.00</u>
<b>Total Operation Costs</b>	<b>\$401.90</b>
<b>Administration Costs</b>	
Consultant	\$63.27
Publication	69.30
City Administration Fee	38.73
County Administration Fee	<u>5.99</u>
<b>Total Administration Costs</b>	<b>\$177.29</b>
<b>Total Estimated Costs</b>	<b>\$579.19</b>
Contribution to Reserves	0.00
Rounding Adjustment	<u>(0.01)</u>
<b>Total Assessment</b>	<b>\$579.18</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$4,520.56</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$75.84
Contribution to Landscape Reserve	<u>0.00</u>
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$75.84</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$75.84</b>



## **ZONE 16 – WEST KETTLEMAN LANE COMMERCIAL**

### ***Fiscal Year 2012/13 Budget***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Operation Costs</b>	
Landscape	\$70.88
<b>Total Operation Costs</b>	<b>\$70.88</b>
<b>Administration Costs</b>	
Consultant	\$11.16
Publication	15.99
City Administration Fee	6.83
County Administration Fee	1.13
<b>Total Administration Costs</b>	<b>\$35.11</b>
<b>Total Estimated Costs</b>	<b>\$105.99</b>
Contribution to Reserves	0.00
Rounding Adjustment	(0.03)
<b>Total Assessment</b>	<b>\$105.96</b>
<i>Fiscal Year 2012/13 Maximum Assessment</i>	<i>\$378.65</i>

### ***Capital Project Reserve Information***

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Landscape Reserve – June 30, 2012	\$24.57
Contribution to Landscape Reserve	0.00
<b>Estimated Landscape Reserve – June 30, 2013</b>	<b>\$24.57</b>
<b>Total Estimated Reserve – June 30, 2013</b>	<b>\$24.57</b>

## **6. ASSESSMENT DIAGRAMS**

Assessment Diagrams have been submitted to the City Clerk in the format required under the provisions of the Act and are made part of this report.

## ***7. FISCAL YEAR 2012/13 ASSESSMENT ROLL***

The assessment roll for each zone is shown on the following pages. The description of each lot or parcel as part of the records of the County Assessor of the County of San Joaquin are, by reference, made part of this Report.

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
INITIATING PROCEEDINGS FOR THE LEVY AND  
COLLECTION OF ASSESSMENTS FOR THE LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1 FOR  
FISCAL YEAR 2012/13

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Annual Report: The City Council hereby orders NBS to prepare and file with the City Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2012 and ending June 30, 2013.
2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE ANNUAL REPORT FOR THE LODI  
CONSOLIDATED LANDSCAPE MAINTENANCE  
ASSESSMENT DISTRICT NO. 2003-1 FOR  
FISCAL YEAR 2012/13

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act; and

WHEREAS, the City Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Approval of Report: The City Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_\_

RESOLUTION NO. 2012-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING ITS INTENTION TO LEVY AND COLLECT  
ASSESSMENTS FOR THE LODI CONSOLIDATED  
LANDSCAPE MAINTENANCE ASSESSMENT  
DISTRICT NO. 2003-1 FOR FISCAL YEAR 2012/13

=====

WHEREAS, the City Council previously completed its proceedings in accordance with and pursuant to the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* ("Act") to establish the *Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1* ("Assessment District"); and

WHEREAS, the City of Lodi has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report, in accordance with §22567 of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL, AS FOLLOW:

1. Intention: The City Council hereby declares its intention to levy and collect assessments within the Assessment District to pay the costs of the improvements for the fiscal year commencing July 1, 2012 and ending June 30, 2013. The City Council finds that the public's best interest requires such action.
2. Improvements: The improvements include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. Assessment District Boundaries: The boundaries of the Assessment District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. Annual Report: Reference is made to the Annual Report prepared by NBS, on file with the City Clerk, for a full and detailed description of the improvements, the boundaries of the Assessment District and zones therein and the proposed assessments upon assessable lots and parcels of land within the Assessment District.
5. Notice of Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with §22629 of the Act. All objections to the assessment, if any, will be considered by the City Council. The Public Hearing will be held on **Wednesday, June 20, 2012, at 7:00 p.m.** or as soon thereafter as is feasible in the City Council Chambers located at 305 West Pine Street, Lodi, CA, 95240. The City Council further orders the City Clerk to publish notice of this resolution in accordance with §22626 of the Act.
6. Increase of Assessment: The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in §54954.6 of the Government Code).

Dated: May 16, 2012

=====

I hereby certify that Resolution No. 2012-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 16, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2012-\_\_\_\_

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.



**Comments by the City Council Members on non-agenda items**



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** May 16, 2012

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through April 30, 2012.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMR

Attachment

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## Cumulative Report through April 30, 2012

Prepared by: JMR



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Introduce Ordinance Amending Lodi Municipal Code Chapter 10.12 – Enforcement and Obedience to Traffic Regulations by Repealing and Re-enacting Section 10.12.020 “Required Obedience to Traffic Regulations” in its entirety.

**MEETING DATE:** May 16, 2012

**PREPARED BY:** City Attorney

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**RECOMMENDED ACTION:** Introduce Ordinance Amending Lodi Municipal Code Chapter 10.12 – Enforcement and Obedience to Traffic Regulations by Repealing and Re-enacting Section 10.12.020 “Required Obedience to Traffic Regulations” in its entirety.

**BACKGROUND INFORMATION:** The proposed revision to Section 10.12.020 reflects changes in the Vehicle Code that became effective July 1, 2011. The Legislature amended Vehicle Code 21 to preempt local entities from using local ordinances to prosecute traffic infractions to siphon State revenue into local coffers. This revision acknowledges that the City will only attempt to collect on violations of its local traffic regulations.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None Required.

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Stephen Schwabauer  
City Attorney

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING  
LODI MUNICIPAL CODE CHAPTER 10.12 –  
ENFORCEMENT AND OBEDIENCE TO TRAFFIC  
REGULATIONS BY REPEALING AND RE-ENACTING  
SECTION 10.12.020 – REQUIRED OBEDIENCE TO  
TRAFFIC REGULATIONS, IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 10.12 – Enforcement and Obedience to Traffic Regulations– is hereby amended by repealing and reenacting §10.12.020, “Required Obedience to Traffic Regulations,” in its entirety, to read as follows:

Except as preempted by Vehicle Code §21 regarding State law established violations, it shall be unlawful for any person to violate the traffic regulations as promulgated by this title or to fail to obey any device erected or maintained pursuant to this title or the traffic resolution. (Vehicle Code §21461 et seq.).

Deleted: I

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this \_\_\_\_ day of \_\_\_\_ 2012

\_\_\_\_\_  
JOANNE MOUNCE  
Mayor

ATTEST:

RANDI JOHL  
City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held May 16, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL  
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER  
City Attorney